

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Filing at a Glance

Company: QBE Insurance Corporation

Product Name: Group Limited Benefit Health Insurance Policy

TOI: H21 Health - Other

Sub-TOI: H21.000 Health - Other

Filing Type: Form

SERFF Tr Num: QBEC-125771128 State: ArkansasLH

SERFF Status: Closed

Co Tr Num: 08-250-003-HLTH-AR

Co Status:

Author: Ron Haughton

Date Submitted: 08/26/2008

State Tr Num: 40071

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 09/09/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Project Number: 08-250-003-HLTH-AR

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Forms are exempt from domicile state's prior approval requirements, per PA Notice 95-9.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Group

Group Market Size: Large

Group Market Type: Employer, Association, Trust

Filing Status Changed: 09/09/2008

State Status Changed: 09/09/2008

Corresponding Filing Tracking Number:

Filing Description:

Deemer Date:

Please refer to the attached filing cover letter.

SERFF Tracking Number: QBEC-125771128 State: Arkansas
 Filing Company: QBE Insurance Corporation State Tracking Number: 40071
 Company Tracking Number: 08-250-003-HLTH-AR
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Group Limited Benefit Health Insurance Policy
 Project Name/Number: /08-250-003-HLTH-AR

Company and Contact

Filing Contact Information

Ronald Haughton, Senior Compliance Analyst RHaughton@QBEUSA.com
 88 Pine Street (212) 894-7772 [Phone]
 New York, NY 10005 (212) 894-7821[FAX]

Filing Company Information

QBE Insurance Corporation CoCode: 39217 State of Domicile: Pennsylvania
 88 Pine Street - 16th Floor Group Code: 796 Company Type:
 New York, NY 10005 Group Name: QBE Insurance State ID Number:
 Group
 (212) 422-9888 ext. [Phone] FEIN Number: 22-2311816

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Per Rule and Regulation 57, Section 5, Category B -
 Filing or review of policy, endorsement or certificates,
 riders, etc., per submission.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
QBE Insurance Corporation	\$50.00	08/26/2008	22143263

SERFF Tracking Number:	QBEC-125771128	State:	Arkansas
Filing Company:	QBE Insurance Corporation	State Tracking Number:	40071
Company Tracking Number:	08-250-003-HLTH-AR		
TOI:	H21 Health - Other	Sub-TOI:	H21.000 Health - Other
Product Name:	Group Limited Benefit Health Insurance Policy		
Project Name/Number:	/08-250-003-HLTH-AR		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/09/2008	09/09/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/08/2008	09/08/2008	Ron Haughton	09/08/2008	09/08/2008
Pending Industry Response	Rosalind Minor	09/05/2008	09/05/2008	Ron Haughton	09/08/2008	09/08/2008

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Disposition

Disposition Date: 09/09/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Filing Cover Letter	Approved-Closed	Yes
Supporting Document	Description of Variability	Approved-Closed	Yes
Supporting Document	Response to 9/5/2008 Objection Letter	Approved-Closed	Yes
Supporting Document	Response to 9/8/2008 Objection Letter	Approved-Closed	Yes
Form	Policy Cover and Table of Contents	Approved-Closed	Yes
Form	Schedule of Benefits	Approved-Closed	Yes
Form (revised)	General Definitions	Approved-Closed	Yes
Form	General Definitions	Withdrawn	Yes
Form	General Definitions	Withdrawn	Yes
Form (revised)	Eligibility, Effective Date and Termination Provisions	Approved-Closed	Yes
Form	Eligibility, Effective Date and Termination Provisions	Withdrawn	Yes
Form (revised)	Continuation Provisions	Approved-Closed	Yes
Form	Continuation Provisions	Withdrawn	Yes
Form	Common Exclusions	Approved-Closed	Yes
Form	Claim Provisions	Approved-Closed	Yes
Form	Administrative Provisions	Approved-Closed	Yes
Form	General Provisions	Approved-Closed	Yes
Form	Accident Indemnity Benefits	Approved-Closed	Yes
Form	Description of Limited Health Expense Benefits	Approved-Closed	Yes
Form	Dental Expense Benefit	Approved-Closed	Yes
Form	Vision Expense Benefit	Approved-Closed	Yes
Form	Home Health Care Benefit	Approved-Closed	Yes
Form	Additional Benefits	Approved-Closed	Yes
Form	Appendix A- Schedule of Dental Procedures and Expense Classes	Approved-Closed	Yes

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Form	Certificate Cover and Table of Contents	Approved-Closed	Yes
Form	Administrative Provisions	Approved-Closed	Yes
Form	General Proviisons	Approved-Closed	Yes
Form	Appendix A- Schedule of Dental Procedures and Expense Classes	Approved-Closed	Yes
Form	Optional Benefits Election Form	Approved-Closed	Yes
Form	Additional Benefit Rider	Approved-Closed	Yes
Form	General Amendment	Approved-Closed	Yes

SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/08/2008
Submitted Date 09/08/2008

Respond By Date

Dear Ronald Houghton,

This will acknowledge receipt of the captioned filing.

Objection 1

- General Definitions (Form)

Comment: The handicapped provision still contains a time period of 31 days for proof of incapacity. There can be no time limit set for furnishing proof of incapacity as outlined under ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/08/2008
Submitted Date 09/08/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: Sorry I missed the one change. Please refer to the attached response letter and revised Form Schedule item for the correction.

Related Objection 1

Applies To:

- General Definitions (Form)

Comment:

The handicapped provision still contains a time period of 31 days for proof of incapacity. There can be no time limit set for furnishing proof of incapacity as outlined under ACA 23-86-108(4) and Bulletin 14-81.

SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response to 9/8/2008 Objection Letter
Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
General Definitions	GLM-03-1200.04		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51	GLM-03-1200.04.pdf
Previous Version							
General Definitions	GLM-03-1200.04		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51	GLM-03-1200.04.pdf
General Definitions	GLM-03-1200.00		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51	GLM-03-1200.00.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Ron Haughton

SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/05/2008
Submitted Date 09/05/2008

Respond By Date

Dear Ronald Houghton,

This will acknowledge receipt of the captioned filing.

Objection 1

- General Definitions (Form)

Comment: With respect to a handicapped dependent, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Objection 2

- Eligibility, Effective Date and Termination Provisions (Form)

Comment: Coverage for a newborn infant must be for at least 90 days as outlined under ACA 23-79-129.

Objection 3

- Continuation Provisions (Form)

Comment: Under the Conversion Rights, there is language that states that the insured must be covered for three month period immediately preceding termination. ACA 23-86-115, Conversion, does not contain the limitation of 3 months.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/08/2008
Submitted Date 09/08/2008

Dear Rosalind Minor,

Comments:

SERFF Tracking Number: QBEC-125771128 State: Arkansas
 Filing Company: QBE Insurance Corporation State Tracking Number: 40071
 Company Tracking Number: 08-250-003-HLTH-AR
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Group Limited Benefit Health Insurance Policy
 Project Name/Number: /08-250-003-HLTH-AR

Response 1

Comments: Please refer to the attached response letter and revised Form Schedule items.

Related Objection 1

Applies To:

- General Definitions (Form)

Comment:

With respect to a handicapped dependent, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Related Objection 2

Applies To:

- Eligibility, Effective Date and Termination Provisions (Form)

Comment:

Coverage for a newborn infant must be for at least 90 days as outlined under ACA 23-79-129.

Related Objection 3

Applies To:

- Continuation Provisions (Form)

Comment:

Under the Conversion Rights, there is language that states that the insured must be covered for three month period immediately preceding termination. ACA 23-86-115, Conversion, does not contain the limitation of 3 months.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response to 9/5/2008 Objection Letter

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
General Definitions	GLM-03-1200.04		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51	GLM-03-1200.04.pdf

SERFF Tracking Number:	QBEC-125771128	State:	Arkansas
Filing Company:	QBE Insurance Corporation	State Tracking Number:	40071
Company Tracking Number:	08-250-003-HLTH-AR		
TOI:	H21 Health - Other	Sub-TOI:	H21.000 Health - Other
Product Name:	Group Limited Benefit Health Insurance Policy		
Project Name/Number:	/08-250-003-HLTH-AR		

Previous Version

General Definitions	GLM-03-1200.00	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	51	GLM-03-1200.00.pdf
Eligibility, Effective Date and Termination Provisions	GLM-03-1300.04	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	51	GLM-03-1300.04.pdf

Previous Version

Eligibility, Effective Date and Termination Provisions	GLM-03-1300.00	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	51	GLM-03-1300.00.pdf
Continuation Provisions	GLM-03-1400.04	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	51	GLM-03-1400.04.pdf

Previous Version

Continuation Provisions	GLM-03-1400.04	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	51	GLM-03-1400.04.pdf
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<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

No Rate/Rule Schedule items changed.

Sincerely,
Ron Haughton

SERFF Tracking Number: QBEC-125771128 State: Arkansas

Filing Company: QBE Insurance Corporation State Tracking Number: 40071

Company Tracking Number: 08-250-003-HLTH-AR

TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other

Product Name: Group Limited Benefit Health Insurance Policy

Project Name/Number: /08-250-003-HLTH-AR

Form Schedule

Lead Form Number: GLM-03-1000.04

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	GLM-03-1000.04	Policy/Cont	Policy Cover and ract/Fratern Table of Contents al Certificate	Initial		51	GLM-03-1000.04.pdf
Approved-Closed	GLM-03-1100.04	Schedule	Schedule of Benefits Pages	Initial		51	GLM-03-1100.04.pdf
Approved-Closed	GLM-03-1200.04	Policy/Cont	General Definitions ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	GLM-03-1200.04.pdf
Approved-Closed	GLM-03-1300.04	Policy/Cont	Eligibility, Effective ract/Fratern Date and al Termination Certificate: Provisions Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	GLM-03-1300.04.pdf
Approved-Closed	GLM-03-1400.04	Policy/Cont	Continuation ract/Fratern Provisions al Certificate: Amendmen t, Insert Page, Endorseme	Initial		51	GLM-03-1400.04.pdf

SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR
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SERFF Tracking Number:		QBEC-125771128		State:		Arkansas	
Filing Company:		QBE Insurance Corporation		State Tracking Number:		40071	
Company Tracking Number:		08-250-003-HLTH-AR					
TOI:		H21 Health - Other		Sub-TOI:		H21.000 Health - Other	
Product Name:		Group Limited Benefit Health Insurance Policy					
Project Name/Number:		/08-250-003-HLTH-AR					
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Approved-	GLM-03-	Policy/Cont Dental Expense	Initial		51		GLM-03-
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Approved-	GLM-03-	Policy/Cont Home Health Care	Initial		51		GLM-03-
Closed	2400.00	ract/Fratern Benefit					2400.00.pdf
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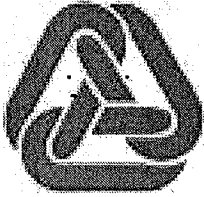
SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR

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Approved- Closed	GLM-03- 2600.04	Policy/Cont Additional Benefits ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51	GLM-03- 2600.04.pdf
Approved- Closed	GLM-03- 2100A.00	Policy/Cont Appendix A- ract/Fratern Schedule of Dental al Procedures and Certificate: Expense Classes Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51	GLM-03- 2100A.00.pdf
Approved- Closed	GLM-03- 1000C.04	Certificate Certificate Cover and Table of Contents	Initial	46	GLM-03- 1000C.04.pdf
Approved- Closed	GLM-03- 1700C.00	Certificate Administrative Amendmen Provisions t, Insert Page, Endorseme nt or Rider	Initial	46	GLM-03- 1700C.00.pdf
Approved- Closed	GLM-03- 1800C.04	Certificate General Proviisons Amendmen t, Insert Page, Endorseme nt or Rider	Initial	46	GLM-03- 1800C.04.pdf

SERFF Tracking Number: QBEC-125771128 State: Arkansas
Filing Company: QBE Insurance Corporation State Tracking Number: 40071
Company Tracking Number: 08-250-003-HLTH-AR
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Group Limited Benefit Health Insurance Policy
Project Name/Number: /08-250-003-HLTH-AR

Approved- Closed	GLM-03- 2100A- C.00	Certificate Appendix A- Amendmen Schedule of Dental t, Insert Procedures and Page, Expense Classes Endorseme nt or Rider	Initial	46	GLM-03- 2100A- C.00.pdf
Approved- Closed	GLM-03- 2600E.04	Application/Optional Benefits Enrollment Election Form Form	Initial	45	GLM-03- 2600E.04.pdf
Approved- Closed	GLM-03- 3000.00	Policy/Cont Additional Benefit ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	57	GLM-03- 3000.00.pdf
Approved- Closed	GLM-03- 4000.00	Policy/Cont General Amendment ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	62	GLM-03- 4000.00.pdf



QBE INSURANCE CORPORATION

Administrative Office
Wall Street Plaza, 88 Pine Street, 16th Floor
New York, NY 10005

POLICYHOLDER: {ABC Contractor, Inc.}
GROUP POLICY NUMBER: {XXX123456}
POLICY EFFECTIVE DATE: {October 1, 2003}
POLICY ISSUE DATE: {October 1, 2003}
POLICY ANNIVERSARY DATE: {October 1}
STATE OF ISSUE: Arkansas

QBE Insurance Corporation, herein called the Company or We, Us or Our, in consideration of the Application for this Group Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure those defined by the Policyholder as Eligible Persons and their Eligible Dependents under this Policy.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.

Susan Rivera, President

Peter T. Maloney, Corporate Counsel &
Corporate Secretary

• GROUP LIMITED BENEFIT HEALTH INSURANCE POLICY •
• NON-PARTICIPATING •

THIS POLICY PROVIDES GROUP LIMITED BENEFIT HEALTH INSURANCE. IT DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE
--

TABLE OF CONTENTS

Schedule of Benefits

General Definitions

Eligibility, Effective Date and Termination Provisions

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Common Exclusions

Claim Provisions

Administrative Provisions

General Provisions

[Accident Indemnity Benefits]

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[Dental Expense Benefit]

[Vision Expense Benefit]

[Home Health Care Benefit]

[Additional Benefits

[Registered Professional Nurse Benefit]

[Supplemental Accident and Emergency Sickness Benefit]

[Supplemental Specified Illness Benefit]

[Nursing Home Benefit]

[Ambulatory Care Benefit]]

Appendix A - Table of Dental Procedures and Expense Classes

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

[Minimum Participation Requirement

{50% to 100%} of all Eligible Persons]

Eligible Persons: An Eligible Person is an individual who [meets all of the requirements of one of the Covered Classes shown below:] or [is a full-time employee of the Policyholder who is scheduled to work a minimum of 30 hours per week.]

- | | |
|----------|---|
| {Class 1 | All employees of the Policyholder who worked at least one full but fewer than 91 qualifying hours during the month preceding the month in which coverage is in force. |
| Class 2 | All employees of the Policyholder who worked at least 91 but not more than 130 qualifying hours during the month preceding the month in which coverage is in force. |
| Class 3 | All employees of the Policyholder who worked 131 or more qualifying hours during the month preceding the month in which coverage is in force. |

For the purpose of determining eligibility for insurance, a qualifying hour is one during which the employee worked for the Policyholder, and for which the Policyholder contributed to the cost of insurance under this Policy.}

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time {an Employee} must be in a covered class to be eligible for this insurance. [It will be extended by the number of days {the Employee} is not in Active Service.]

For {Employees} hired [{31 days} or more] before the Policy Effective Date:

{No Waiting Period}

For {Employees} hired [less than {31 days} before, or] after the Policy Effective Date:

{No Waiting Period; up to 31 days}]

[INDEMNITY BENEFITS

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

[Principal Sum	{ \$5,000 to \$1,000,000 }
[Loss must occur within	{ 90 to 365 } days of the Covered Accident]

Schedule of Covered Losses

Covered Loss	Benefit
[Loss of Life	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Loss of Two or More Hands or Feet	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Loss of Use of Two or More Hands or Feet	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Loss of Sight of Both Eyes	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Loss of One Hand or Foot and Sight in One Eye	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Quadriplegia	{ 200% of the Principal Sum; \$10,000 to \$2,000,000 }
[Paraplegia	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Hemiplegia	{ 100% of the Principal Sum; \$5,000 to \$1,000,000 }
[Uniplegia	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Coma	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Brain Death	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Loss of One Hand or Foot	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Loss of Use of One Hand or Foot	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Loss of Sight in One Eye	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Severance and Reattachment of One Hand or Foot	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Loss of Speech	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Loss of Hearing in Both Ears	{ 50% of the Principal Sum; \$2,500 to \$500,000 }
[Loss of Thumb and Index Finger of the Same Hand	{ 25% of the Principal Sum; \$1,250 to \$250,000 }

LIMITED HEALTH EXPENSE BENEFITS

This *Schedule of Benefits* provides a brief outline of the Health Benefits provided by this Policy.

Unless otherwise indicated, when benefits are expressed as a percentage, the amount payable will equal the Usual and Customary Charge for the Covered Expense multiplied by the percentage indicated. Please read the *Description of Benefits* section for full details.

[Total Lifetime Maximum for all Limited Health Expense Benefits	{ \$200,000 to \$500,000 }
[Annual Maximum for all Limited Health Expense Benefits	{ \$10,000 to \$100,000 }]
[Deductible must be satisfied	{ \$0 to \$500 } { each calendar year; each consecutive 12 month period }
Covered Expense	Benefit Amount
In-Patient Hospital Services	
Daily In-Hospital Benefit	{ \$100 to \$2,500 }; { [80% to 100%] [up to] { \$100 to \$500 } }
[Daily ICU or CCU Benefit	{ \$100 to \$5,000 } }
[Miscellaneous Services	{ \$50 to \$750 } }
[Maximum Days per Hospital Stay [or per year]	{ 5 to 100 } }
[Annual Maximum	{ \$10,000 to \$100,000 } }
[Lifetime Maximum	{ \$200,000 to \$500,000 } }
Outpatient Hospital Services	
Daily Outpatient Benefit	{ \$25 to \$250 }; { 80% to 100% }
Maximum Days per year	{ 3 to 30 }
[Annual Maximum	{ \$75 to \$7,500 }]
Physician Services	
Surgery Benefit	{ 50% to 130% } of the Usual and Customary Charge
Anesthesia Benefit	20% of the Surgery Benefit
[Inpatient Visits	{ \$10 to \$200 } per visit
[Maximum Number of Visits per Hospital Stay	{ 5 to 100 }] }
Office Visits	{ [\$25 to \$100] per visit }
[per-visit co-payment	{ \$10 to \$50, not applicable to well child visits }]
[Maximum Number of Visits per year	{ 5 to 35 }]
[Outpatient Surgical Facility Benefit	
Maximum Benefit	{ One Daily Benefit, equal to one Daily In-Hospital Benefit plus one day's In-Patient Miscellaneous Services }
[Outpatient Wellness Benefit	
Annual Physical Examination	{ \$50 to \$150 }
Annual Routine X-Ray	{ \$75 to \$200 }
Annual Routine Laboratory Tests	{ \$75 to \$200 }]
Outpatient Diagnostic X-ray and Laboratory Services	
X-ray Benefit per visit	{ \$50 to \$200 }
Maximum number of visits per year	{ 3 to 10 }

Laboratory Benefit per visit	{ \$50 to \$200 }
Maximum number of visits per year	{ 3 to 10 }

[Outpatient Prescription Drug Benefit

Benefit per prescription	
[for generic drugs	{ \$5 to \$25 }]
[for brand-name drugs	{ \$15 to \$100 }]
Maximum Number of Prescriptions per year	{ 6 to 36 }]

[Dental Expense Benefit

Maximum Annual Benefit	{ \$250 to \$1,500 }
[Annual Deductible	{ \$0 to \$50 }]
Percentage of Covered Expenses payable	
Class A Expenses	{ 50 to 100 }%
Class B Expenses	{ 25 to 75 }%

[Vision Expense Benefit

Annual Vision Examination	{ \$25 to \$100 }
Single lenses	{ \$25 to \$100 } every { 12 to 24 } months
Contact Lenses	{ \$25 to \$100 } every { 12 to 24 } months
Bifocal Lenses	{ \$50 to \$150 } every { 12 to 24 } months
Glasses Frames	{ \$20 to \$100 } every { 12 to 24 } months]

[Home Health Care Benefit

[Calendar Year Deductible	{ \$50 }]
Home Health Care Visit	the lesser of { 50 }% of the Physician Office Visit Benefit and { 75 to 100 }% of Usual and Customary Charges
Maximum Visits	{ 40 to 100 } per calendar year
Medical Supplies, Drugs and Medications	{ 25-75 }% of the Hospital Miscellaneous Daily Benefit per Home Health Care visit]

[Additional Benefits

[Registered Professional Nurse Benefit

[Annual Deductible	\$50]
Maximum Benefit	{ \$25 to \$75 } per visit; { 75 to 100 }% of Usual and Customary Charges
Annual Maximum Number of Visits	{ 10 to 50 }]

[Supplemental Accident and Emergency Sickness Benefit

[Deductible per Occurrence	{ \$50 to \$250 }]
[Benefit Amount	{ 80% to 100% } [up to { \$2,500 to \$5,000 } per occurrence]
[Maximum Number of Occurrences per year	{ 1 to 3 }]
[Maximum Benefit per year	{ \$5,000 to \$15,000 }]

[Supplemental Specified Illness Benefit

Maximum Benefit per Specified Illness	{ \$2,500 to \$25,000 }]
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[Nursing Home Benefit

Daily Nursing Home Benefit	{ 25 to 75 }% of the Daily In-Hospital Benefit
Miscellaneous Services	{ 25 to 75 }% of the In-Patient Hospital Miscellaneous Services Benefit
Maximum Number of Nursing Home Days	40]

[Ambulatory Care Benefit

Per-Visit Benefit

{25 to 75}% of the Daily In-Hospital Benefit; {\$25 to \$500}

Annual Maximum

Number of Visits

{10 to 50}}

RATE TABLE**Premium Rates**{{\$25} per month for each {Covered Employee}
{\$37.50} per month for a {Covered Employee's}
spouse [or domestic partner] and eligible dependent
children}**Mode of Premium Payment**{bi-weekly or semi-monthly via payroll deduction}
{monthly, quarterly, semi-annual or annual}**Premium Due Dates**Policy Effective Date and the first day of each modal
period thereafter**[Initial Premium**

\$2,750]

ContributionsThe cost of this insurance is paid by {the
Policyholder, the Policyholder and Covered Persons,
Covered Persons}.**[Initial Premium Rate Guarantee**

{6 to 24} months]

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Each definition is optional and variable, depending on the benefits and options elected.

Include when eligibility is based on employment status, for employer, trade or professional association or multiple employer groups.

[Active Service] means that the {Covered Employee} is either:

1. at work on one of {the Employer's} scheduled work days and is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires him to travel;
2. on a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, only if {the Employee} was in Active Service on the preceding scheduled workday.

A {Covered Employee} will also be deemed in Active Service on any day he is absent from work during an approved FMLA leave or solely due to a Health Status Related Factor. Please read the *Continuation Provisions* section of this Policy for information on continuation rights after eligibility for coverage would otherwise end.]

Company or We, Us, Our, means QBE Insurance Corporation, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the {Covered Employee} is insured under this Policy or is not subject to the Pre-Existing Condition Limitation;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

[Covered Employee] means an Eligible Person, as defined in the *Schedule of Benefits*, for whom [an enrollment form has been accepted by Us and] required premium has been paid when due and for whom coverage under this Policy remains in force.]

Covered Expenses means the lesser of the Usual and Customary charge and the maximum benefit shown, for Medically Necessary services or supplies listed, in the *Schedule of Benefits* and described in the *Limited Health Benefits* section of this Policy. Covered Expenses must be Incurred by a {Covered Person}, while he is covered under this policy, for Medically Necessary treatment of injuries sustained in a Covered Accident or for a Covered Sickness.

[Covered Member] means a {Covered Person}:

1. who is at least 18 but less than {70} years of age;
2. for whom an enrollment form has been accepted by Us;
3. who has paid required premium when due; and
4. for whom coverage under the Policy remains in force.]

Covered Person means a {Covered Employee} [, an eligible spouse [or domestic partner] and eligible dependent children] who {is, are} insured under this Policy.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

1. is first manifested while the {Covered Person} is insured under this Policy or is not subject to the Pre-Existing Condition Limitation; and
2. is not otherwise excluded under the terms of this Policy

A Covered Sickness includes (a) medical conditions leading to infertility, (b) congenital defects and birth abnormalities of a newborn child.

[Deductible means the amount of Covered Expenses that each {Covered Person} must Incur before benefits are paid under this Policy. [The {Covered Person} {may or may not} use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this Policy.]]

[Eligible Dependent means the {Covered Employee}'s:

1. lawful spouse who lives with the {Covered Employee} [and who is under age 70]; and
2. unmarried natural or step child of the {Covered Employee}, unless such child is eligible for medical coverage as a {Covered Employee} under this Policy or any other group policy and who:
 - a. is less than {19} years old; or
 - b. is less than {23} years old, dependent on the {Covered Employee} for principal support and maintenance and going to an accredited school full-time, including any medical leave from full-time studies, lasting 12 months or less when written certification is provided to Us by the student's Physician; or
 - c. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity upon request and at its expense. This insurance will continue for as long as the {Covered Employee's} insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time after the child attains age 23;
 - d. before attaining age 18, is adopted by or placed for adoption with the {Covered Employee}; or
 - e. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]);
 - f. does not reside with the {Covered Employee}, but who the {Covered Employee} is legally required to support, and the child would otherwise qualify under (a), (b), (c), (d) or (e) above. [; and
3. a domestic partner who:
 - a. is at least 18 years of age and of the same or opposite gender;
 - b. shares the {Covered Employee}'s permanent residence, has resided with {Covered Employee} continuously for at least six months and expects to reside with {Covered Employee} indefinitely;
 - c. is financially interdependent with {Covered Employee} in one or more of the following ways:
 - i. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - ii. by owning or leasing their permanent residence as joint tenants;
 - iii. by naming, or being named by, the {Covered Employee} as a beneficiary of life insurance or under a will; and
 - iv. designation of the domestic partner as durable power of attorney or health care proxy; and
 - d. has not been a domestic partner of or been married to another person within the last 6 months.]

Health Status-Related Factor means any of the following applicable to a Covered Person:

1. health status, including any medical condition, physical and mental;
2. prior claim experience;
3. receipt of health care
4. medical history
5. evidence of insurability, including any conditions resulting from any acts of domestic violence;
6. any prior or current disability; and

7. genetic information, including but not limited to information about a Covered Person's genes, gene products, inherited characteristics that may derive from him or a family member; any information about carrier status derived from laboratory tests, physical examinations, family histories and direct analysis of genes or chromosomes.

He, Him or His means an individual, male or female.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, [or] educational [or nursing] care;
2. the aged, [drug addicts or alcoholics]; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the {Covered Person} Incurs an expense.]]

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least {90} days or (b) a {Covered Employee} returns to Active Service for 30 or more days between Hospital Stays.

A Hospital Stay for maternity shall include a period of 48 hours following a vaginal delivery and 96 hours following a Cesarean section.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the {Covered Person}.

In-Patient means a {Covered Person} who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "In-patient" shall mean {a Covered Person} who is required to be confined for a period of at least a full day, as billed by the Hospital.

Outpatient means a {Covered Person} who receives treatment, services and supplies while not an In-patient in a Hospital.

Medically Necessary; Medical Necessity means care, services or supplies, provided by or at the direction of a Physician that (a) are needed to restore function and prevent deterioration of {the Covered Person's} health and (b) are within accepted standards of medical practice for {the Covered Person's} injury or sickness, and are not otherwise excluded under the terms of this Policy.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to {a Covered Person} that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder; or
2. living in the Covered Person's household; or
3. a parent, sibling, spouse[, domestic partner]_or child of {the Covered Person}.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself, before the {Covered Person's} effective date of coverage under this Policy and for which the {Covered Person} has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding his effective date of coverage. A pregnancy that existed on a {Covered Person's} effective date will not be considered a Pre-Existing Condition.

Benefits for Appropriate Care of a Pre-Existing Condition may be limited. Please read the *Description of Limited Health Benefits* section for any applicable limitations.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Medically Necessary service or supply, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

We will determine the Usual and Customary Charge for any Covered Expense:

1. for surgery and Physician's services based on the Medicare Resource Based Relative Value Scale, or any updates to the Scale; and
2. for Hospital and facility services based on:
 - a. for acute care hospitals other than critical access hospitals, rates assigned by Medicare to certain diagnosis-related groups (DRGs) and paid through the acute care hospital inpatient prospective payment system (IPPS); or
 - b. for critical access hospitals, the cost of reimbursements made by Medicare to such Hospitals through the critical access hospitals payment system.

Changes or updates to any scale or payment system will be made automatically and provided to the Policyholder. The final determination of all other Usual and Customary Charges rests solely with Us.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Limited Medical Expense Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page [as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied].

Eligibility

{A person} becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. *Include the following text if a policy provides coverage for dependents.* [Dependents of an Eligible Person become eligible for any dependent insurance provided by this Policy on the later of the date {the person} becomes eligible and the date the spouse, domestic partner or dependent child meets the applicable definition shown in the *Definitions* section of this Policy. No person may be eligible for insurance under this Policy as both {an Employee} and a spouse [or domestic partner] or dependent child at the same time.

[If both spouses [or domestic partners] meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have no dependent children;

1. both will be insured as {Covered Persons} when a {Covered Person} is not required to contribute to the cost of his insurance; and
2. both may be insured as {Covered Persons} or one may elect to insure the other as an Eligible Dependent when a {Covered Person} is required to contribute to the cost of his insurance.

If both spouses [or domestic partners] meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have dependent children;

1. both will be insured as {Covered Employees} and dependent coverage will be provided via only the parent whose birthday occurs first during a calendar year, when a {Covered Employee} is not required to contribute to the cost of his dependents' insurance; and
2. both may be insured as {Covered Employees} but only one may elect dependent coverage to insure dependent children, when a {Covered Employee} is required to contribute to the cost of his dependents' insurance.]]

Non-Discrimination Due to Health Status

The Policy shall not establish rules for eligibility for medical, dental or vision benefits, including continued eligibility for any {Covered Person} under the Policy, that are based on one or more Health Status-Related Factors of the {Covered Person}. In addition, the Policy shall not require an individual otherwise eligible for coverage under the terms of this Policy to pay a premium or otherwise contribute an amount which exceeds the amount paid by a similarly situated {Covered Person} solely due to a Health Status-Related Factor.

In the following provisions, {the date} may be changed to {the first day of the month following the date} consistent with the Policyholder's election.

Included for a policy for which employees are not required to contribute to the cost of coverage or coverage is mandatory:

[Effective Date for Individuals

Insurance becomes effective for an Eligible Person [subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of this Policy;
2. {the date} {the Employee} becomes eligible. [; and
3. {the date} We receive {the Covered Employee's} completed enrollment form during his lifetime.]]

Included, for a policy (a) that provides dependent coverage and (b) for which employees are not required to contribute to the cost of coverage for their dependents or coverage is mandatory:

[Insurance becomes effective for {a Covered Employee's} Eligible Dependents on the latest of the following dates:

1. the effective date of this Policy;
- [2. {the date} {the Employee} becomes eligible;]
- [3. {the date} {the Employee's} insurance becomes effective;]
- [4. {the date} the dependent meets the definition of spouse [or domestic partner] or dependent child, as applicable;] and
- [5. {the date} We receive {the Covered Employee's} completed enrollment form for Spouse [or domestic partner] and Dependent Child coverage, during each dependent's lifetime.]

[Insurance for a {Covered Employee's} domestic partner may become effective on the latest of the dates described above if all of the following conditions are met:

1. {the covered Employee} has not been married to any person within the past {12 to 24} months;
2. the domestic partner is the only person meeting this Policy's definition of "domestic partner" with respect to {the Covered Employee};
- [3. {The Covered Employee} and the domestic partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.]]

Include for a policy for which {individuals} are required to contribute to the cost of coverage:

[Insurance becomes effective for {an eligible person} who enrolls and agrees to make required contributions on the latest of the following dates:

1. the effective date of this Policy;
2. {the date} {the person} becomes eligible;
3. {the date} We receive {the eligible person's} completed enrollment form and the required first premium, during his lifetime.]

Include for a policy (a) that provides spouse/domestic partner and/or dependent child coverage and (b) for which individuals are required to contribute to the cost of coverage for their dependents .

[Insurance becomes effective for {an Employee's; a Covered Person's; a member's} Eligible Dependents if he enrolls and agrees to make required contributions on the latest of the following dates:

1. the effective date of this Policy;
- [2. {the date} {the individual} becomes eligible;]
3. {the date} {the eligible person's} insurance becomes effective;]
- [4.] {the date} the dependent meets the definition of spouse [or domestic partner] or dependent child, as applicable;
- [5.] {the date} We receive a completed enrollment form for spouse [or domestic partner] and dependent child coverage and the required first premium, during each dependent's lifetime.]

[Insurance for a {Covered Employee's; Covered Member's} domestic partner may become effective on the latest of the dates described above if all of the following conditions are met:

1. {the Covered Employee; Covered Member} has not been married to any person within the past {12 to 24} months;
2. the domestic partner is the only person meeting this Policy's definition of "domestic partner" with respect to {the Covered Employee; Covered Member};
- [3. {The Covered Employee; Covered Member} and the domestic partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.]]

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child automatically ends {90 days} later unless {the

eligible person; Covered Employee; Covered Member} has {a Spouse [, domestic partner] or other Dependent Children} insured under this Policy or makes a request to cover the child and pays the required initial premium, during the child's lifetime.]

Newborn dependent child includes, for purposes of this provision, an adopted child placed in the home of an eligible employee upon his release from a Hospital following birth.

[Include whenever the policy provides dependent coverage, whether or not contributory.

A completed enrollment form, only with respect to an Eligible Employee who is required to provide coverage for his eligible Dependent Child(ren) under the terms of a QMCSO, means an enrollment form, whether or not signed and any required payroll deductions authorized, by the Eligible Employee:

1. for himself if he is not already insured under this Policy;
2. for his eligible Dependent Child(ren); and
3. a copy of the Qualified Medical Child Support Order under which he has been ordered to provide insurance under this Policy for his Dependent Child(ren).]

[Deferred Effective Date

The effective date of insurance will be deferred for any {Employee, Member} who is not in Active Service on the date he would otherwise have become an Eligible Person. Coverage will become effective on the later of {the date} he returns to Active Service and the date coverage would otherwise have become effective.]

Effective Date of Changes

Any increase or decrease in the amount of insurance for {the Covered Person} resulting from a change in benefits provided by this Policy [or a change in {the Employee's} Covered Class] will take effect on {the date} of such change. Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

Please read the *Continuation Provisions* section of this Policy for information on continuation and conversion rights after eligibility for coverage would otherwise end.

The insurance on {a Covered Person} will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
- [2. the next premium due date after the date {the Covered Person} is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
- [4. the end of any period of continuation, as provided in the *Continuation Provisions*;]
- [5. the next premium due date after {the Covered Person} attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*;]
- [6. with respect to an Eligible Dependent, the date of the death of the {covered Employee} [or the date of divorce from the {covered Employee, Member}, unless the Spouse elects to continue insurance, including insurance on Dependent Children as provided in the *Continuation of Insurance* section;]
- [7. the date that the plan of benefits under which {the Covered Person} is covered is terminated.]

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

CONTINUATION PROVISIONS

All of the Continuation Provisions described below are subject to the Policyholder's continuing this Policy in force. Any coverage continued under one of these provisions will terminate on the date the Policyholder terminates this Policy.

[Continuation of Insurance for Dependents]

Insurance for the dependents of a {Covered Employee} may be continued [for {12 to 36} months] after the date it would otherwise end because of death of or divorce from the {Covered Employee}. A spouse {or domestic partner} must:

1. submit a written request for continued insurance to Us within {31 to 90} days after the event; and
2. pay the required premium to the Policyholder.

Premiums for insurance continued under this provision will first be due on the Premium Due Date on or next following the date the {Covered Employee} dies or his divorce becomes final. If a spouse {or domestic partner} does not elect to continue insurance under this provision or does not provide notification within the required time period, insurance will terminate on the date specified in the *Eligibility, Effective Date and Termination Provisions* section of this Policy.]

Include when policy is issued to an employer group

[Continuation for {Layoff, Leave of Absence or} Family Medical Leave]

Insurance for a Covered Employee {and covered Dependents} may be continued if he is on a temporary {layoff, Employer-approved leave of absence or} Employer-approved family medical leave. Insurance will terminate on the earliest of the following dates:

1. [for a layoff, [{six months} after] the end of the month in which the layoff begins;]
2. [for an Employer-approved leave of absence: [{six months after] the end of the month after the month in which the leave begins;]
3. [for an Employer-approved family medical leave {12 weeks in a consecutive 12-month period.}]
4. the last day of the last period for which premium was paid, subject to the *Grace Period* provision.

Continuation for Military Service

If {a Covered Employee} begins a leave of absence to serve in the armed forces of the United States, or a reserve component of the armed forces including the National Guard, insurance for {the Covered Employee}{and his Covered Dependents} will continue until the earliest of the following dates:

1. 18 months;
2. the day {the Employee} fails to return to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994; and
3. the last day of the last period for which premium was paid, subject to the *Grace Period* provision.

All of the following will apply when coverage is continued under this provision:

1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
2. [any Active Service requirement will be waived;]
3. {The Covered Employee} will be given credit for the time he was covered under this Policy prior to the leave.

If {a Covered Employee} does not continue coverage for himself [and his Dependents] during such leave, returns to work, applies or re-enrolls for coverage and pays any required premium within 60 days of the date his active duty ends:

1. {the Covered Employee} [and his Dependents] will be covered retroactive to the date of his discharge from the armed services, if he returns to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994; and
2. any portion of an eligibility waiting period that has not been completed will not be credited during {the Covered Employee's} leave.

Continuation Rights, as described below, are available to:

1. {a Covered Employee's} Dependents who were covered under this policy on the date the {Covered Employee} began a leave for service in the armed forces, if he dies during such leave;
2. a {Covered Employee's} dependent Spouse if a divorce or annulment occurs during the {Covered Employee's} period of active duty; and
3. {a Covered Employee's} Dependent Child who ceases to be eligible during such leave because he has attained the maximum age for a Dependent Child.

A {Covered Employee} who has not continued coverage during a leave for active duty in the armed forces and who does not return to active employment upon discharge is entitled to the Continuation and Conversion Rights described below.

Continuation When Eligibility Terminates

One of the following provisions may be elected by the Policyholder. The provision the Policyholder does not elect will not appear in an issued policy.

[Option 1 – State Mandated Continuation

A {Covered Person} will remain eligible to continue his insurance under this policy for himself and his eligible dependents when his coverage would otherwise end due to termination of employment or membership, or a change in marital status. To qualify for continued coverage a {Covered Person} must have been continuously insured under this Policy for three months prior to the termination of employment or change in marital status.

If a {Covered Person} elects to continue his insurance, he must notify the Policyholder in writing within 10 days after the date of his termination of employment or change in marital status and pay the initial premium in advance. Payment of subsequent premium for continued coverage must be made monthly in accordance with the terms of this Policy. A Covered Person's insurance under this provision will continue until the earlier of (a) 120 days after the date continuation of coverage began, (b) the date he fails to pay required premium to the Policyholder, (c) the Premium Due Date following the date he becomes eligible for Medicare and (d) the date this Policy terminates or the group withdraws from the plan. When coverage under this provision ends, a {Covered Person} may exercise his Conversion Right.]

[Option 2 – COBRA Continuation

A {Covered Person} will remain eligible to continue his insurance under this policy when he no longer meets the definition of a Covered Person for any reason. If a {Covered Person} elects to continue his insurance, he must notify the Policyholder and pay the required premium within 60 days of the date his coverage would otherwise terminate, or if later, the date he is provided notice of his right to continue coverage under this provision. If a {Covered Employee} has elected to continue insurance under this provision for his Eligible Dependents, any additional Eligible Dependents he acquires may also become insured, effective on the date described in the *Eligibility, Effective Date and Termination Provisions* section of this Policy.

The required premium equals the sum of any contributions paid by the Policyholder and any contributions paid by the {Covered Person}, multiplied by 102%. Any change in premiums made during a period of continuation will apply to premiums required under this continuation provision. A Covered Person's insurance under this provision will continue until the earlier of (a) the date he fails to pay required premium to the Policyholder and (b) the end of the continuation period specified in the *Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)* as may be subsequently amended.]

[Conversion Right

A {Covered Employee} has the right to convert his insurance under this policy to a conversion certificate of insurance issued on the same policy form as this Policy and providing the same benefits, if:

1. his insurance under this policy, including any options to continue coverage described above, terminates for any reason other than nonpayment of premiums; and

3. he does not become eligible for similar medical coverage under any other group plan, including Medicare, within 31 days of the date insurance under this Policy terminates.

Include the following text in a policy that insures dependents.

[A {Covered Employee} may elect to insure his Eligible Dependents who were insured under this Policy on the date coverage under it terminated, or who became Eligible Dependents after the effective date of his conversion certificate.

An Eligible Dependent has the right to convert his insurance under this policy to a conversion certificate of insurance issued on the same policy form as this Policy and providing the same benefits, if:

1. his insurance under this policy, including any options to continue coverage described above, terminates because, for an eligible dependent child, he has attained the maximum age; and for a dependent spouse, eligibility ceases because of the {Covered Employee's} death; and
2. he does not become eligible for similar medical coverage under any other group plan, including Medicare, within 31 days of the date insurance under this Policy terminates.]

{We, the Policyholder} must provide written notice to all {Covered Persons} who become eligible for a conversion certificate within 15 days before or after that date. If notice is not provided within 15 days after the date coverage under this Policy terminates, but is provided within 90 days, the 45-day period during which the Covered Person must apply and pay the first quarterly premium will begin on the date notice is provided. This conversion right terminates if notice is not given and application is not made by the end of the 90-day period. Notice may be given directly by the Policyholder, or mailed by the Policyholder or Us to the last known address of a {Covered Person} who is eligible to convert.

A conversion certificate will become effective on the date coverage under this Policy terminates. Insurance under a conversion certificate will terminate on the latest of:

1. the end of the last period for which premium was paid, subject to the *Grace Period* provision;
2. the date a certificate holder give Us notice to terminate his certificate; and
3. the date a certificate holder becomes eligible for similar medical coverage under any other group plan, including Medicare.]

COMMON EXCLUSIONS

Benefits will not be paid, in addition to any benefit-specific exclusions, for any Covered Accident or Covered Sickness which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Benefits* section of this Policy:

Each of the following exclusions will be included or deleted as agreed to between Us and the Policyholder, and numbers will be adjusted accordingly.

- [1. suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness, unless as a result of a medical condition or an act of domestic violence;]
- [2. participation in a riot, civil commotion, civil disobedience, insurrection or unlawful assembly, unless a loss that occurs while a {Covered Person} is acting in a lawful manner within the scope of authority;]
- [3. committing, attempting to commit, or taking part in a felony or assault;]
- [4. participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, or hang gliding;]
- [5. air travel, except:
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route
 - b. on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;]
- [6. an act of war, whether declared or undeclared, or while performing police duty as a member of any military or naval organization. This exclusion includes a Covered Accident occurring or Sickness contracted while in the service of any military, naval or air force of any country engaged in war; (The Company will refund the pro rata unearned premium for any such period the {Covered Person} is not covered.);]
- [7. any treatment received or expenses incurred during a period of time that insurance for a {Covered Person} is not in force;]
- [8. any service, supply or treatment that is not provided by or at the direction of a Physician, or is inconsistent with standards of medical practice for the applicable condition;]
- [9. treatment of any accident occurring or sickness first manifesting itself outside the United States, its possessions or the countries of Canada or Mexico.]
- [10. any loss sustained or contracted in consequence of the {Covered Person's} being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;]
- [11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;]
- [12. benefits provided under Medicare or any other governmental programs (except Medicaid) or any state or federal workers' compensation, employers' liability or occupational disease law, unless otherwise provided under State or Federal statute;]

We will not pay benefits for services or treatment rendered by any person who is:

- [a. employed or retained by the Policyholder;]
- [b. living in the {Covered Person's} household;]
- [c. a parent, sibling, spouse or child of a {Covered Employee} or of his spouse; or]
- [d. a {Covered Person} treating himself.]

CLAIM PROVISIONS

Notice of Claim

Written {or authorized electronic/telephonic} notice of claim must be given to Us within {31 to 90 days} after a Covered Expense is Incurred or as soon as reasonably possible. If written {or authorized electronic/telephonic} notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written {or authorized electronic/telephonic} notice was given as soon as was reasonably possible. Notice can be given to Us at Our Administrative Office in New York, New York, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and {the Covered Person's} name, address, policy and certificate number.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written {or authorized electronic} proof of the nature and extent of the loss for which the claim is made.

[Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.]

Proof of Loss

Written {or authorized electronic} proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written {or authorized electronic} notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss immediately upon receipt of due written {or authorized electronic} proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to {the Covered Person} or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to {\$1,000 to \$5,000} to a relative by blood or marriage whom We believe is equitably entitled. We may also, at our option, at the death of a {Covered Person}, pay benefits for Covered Expenses to providers of services and supplies for which this policy provides benefits. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability for such payment.

Beneficiary

Include first paragraph only when a policy is issued to an employer group

[The beneficiary, unless the {Covered Person} specifies otherwise as provided below, will be the person he has named as beneficiary of any group life insurance, or if none is in force, any group accident insurance, provided by the Policyholder.]

The beneficiary is the person or persons {the Covered Person} names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes [or to make any assignment of rights or benefits permitted by this Policy], unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date {the Covered Person} executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless {the Covered Person} has specified otherwise. The share of any beneficiary who does not survive {the Covered Person} will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if {the Covered Person} dies while benefits are payable to him, We may make direct payment to [the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of {the Covered Person}.]

Or

[the estate of {the Covered Person}.]

Physical Examination [and Autopsy]

We, at Our own expense, have the right and opportunity to examine {the Covered Person} when and as often as We may reasonably require while a claim is pending [and to make an autopsy in case of death where it is not forbidden by law].

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written {or authorized electronic} proof of loss has been furnished as required by this Policy. No such action will be brought more than two years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when {the Covered Person} dies, We may recover the overpayment from {the Covered Person's} estate.

ADMINISTRATIVE PROVISIONS

Cancellation

The Policyholder may cancel this Policy, after the first year [as of any Premium Due Date], by giving Us {31, 45, 60} days advance written notice.

We may cancel this policy on any policy anniversary if the Policyholder fails to pay premiums, subject to the *Grace Period* provision below.

We may cancel this policy on any policy anniversary for the following reasons by giving the Policyholder 31 days advance written notice:

1. the Policyholder's performance of an act of fraud or intentional material misrepresentation; or
2. the Policyholder's failure to meet minimum participation requirements or to comply with employer contribution rules.

We may also cancel this policy on any policy anniversary:

1. by giving the Policyholder 90 days advance written notice if we cease to offer this coverage in the state in which this Policy is issued and in the market segment to which the Policyholder belongs, subject to applicable Federal and State law; or
2. by giving the Policyholder 180 days advance written notice if we cease to offer all policies providing similar coverage in the state in which this Policy is issued and in the market segment to which the Policyholder belongs, subject to applicable Federal and State law.

[Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.]

Grace Period

A Policy Grace Period of {31, 45, 60, 90} days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 90 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

An Individual Grace Period of {31, 45, 60} days, applicable when a {Covered Person} remains eligible under this Policy under the *Continuation Provisions*, will be granted for payment of required premiums. {A Covered Person's} insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for {Covered Persons} and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium for this Policy is the sum of premiums paid:

1. by the Policyholder for all {Covered Persons} other than those described in (2) below, including any amounts contributed toward the cost of this coverage by {Covered Persons}; and
2. by {Covered Persons} who remain eligible for coverage under one of the *Continuation Provisions* of this Policy.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least {31 days} advance written notice to the Policyholder. No change in rates will be made until {12 months} after the Policy Effective Date. An increase in rates will not be made more often than once in {a 12-month period}. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
- [2. the number of {Covered Persons} eligible for coverage} increases or decreases by more than {10%} since the later of the Policy Effective Date and the date of the last renewal of this Policy;]
3. coverage is reinstated following failure to pay premium during the Grace Period;
- [4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by {10%} or more the number of {eligible, insured} individuals;]
- [5. a change in the number of {covered, eligible} individuals which would, on a manual rate basis, require a change of {10%} or more in the premium rate;]
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or
7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved and signed by one of Our executive officers and the Policyholder, and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If a {Covered Person} has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

We will provide a certificate of insurance for delivery to each Covered Employee. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

{30 Day} Right To Examine Certificate

If {a Covered Person} does not like the Certificate for any reason, it may be returned to Us within {30 days} after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

Option 1: Include if no rights and benefits are assignable:

[The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.]

Option 2: Include when no assignment other than benefits that have become payable is permitted:

[The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident or Covered Sickness. Any other attempt to assign will be void.]

Option 3: Include if assignment is permissible:

[We will be bound by an assignment of {a Covered Person's} insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by {the Covered Person} is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and {the Covered Person's} certificate remains in force.]

Incontestability

1. Of This Policy

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the written instrument containing the statement is, or has been, signed by and furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of {A Covered Person's} Insurance

All statements made by {a Covered Person} are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument containing the statement is, or has been, signed by and furnished to the claimant. In the event of death or incapacity, the applicable representative shall be given a copy.

After two years from {the Covered Person's} effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

[Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. additional information required by Us.]

Clerical Error

{A Covered Person's} insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

[ACCIDENT INDEMNITY BENEFITS

This section will be included if a Policyholder elects either Accidental Death or Accidental Death and Dismemberment Benefits.

This Section describes the Accident Indemnity Benefits provided by the Policy. Principal Sums applicable to each Plan offered under the Policy, Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *General Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if {the Covered Person} suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the *Schedule of Benefits*].

[If {the Covered Person} sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.] or [If the {Covered Person} sustains more than one Covered Loss as a result of the same Covered Accident, the total of Benefits We will pay will not exceed the Principal Sum.]

If a Covered Accident causes the {Covered Person's} death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the {Principal Sum, Accidental Death Benefit, largest Benefit payable for a Covered Loss}.

Definitions *The following definitions are optional and will be included as required by the selected benefits.*

[Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.]

[Loss of Use of a Hand or Foot means total loss of all ability to move the hand or foot, that occurs within {60} days of a Covered Accident, continues for {12 months} and is expected to continue for the remainder of the {Covered Person's} lifetime.]

[Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.]

[Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.]

[Loss of Hearing means total and permanent loss of ability to hear any sound {in both ears} which is irrecoverable by natural, surgical or artificial means.]

[Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).]

[Loss of Toes means complete Severance through the metatarsalphalangeal joint.]

[Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.]

[Quadriplegia means total Paralysis of both upper and both lower limbs.]

[**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.]

[**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.]

[**Uniplegia** means total Paralysis of one upper or one lower limb.]

[**Coma** means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which {the Covered Person} is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.]

[**Brain Death** means irreversible unconsciousness, resulting directly and independently of all other causes from and within {30 days} of a Covered Accident, manifesting itself by both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.]

[**Severance** means the complete and permanent separation and dismemberment of the part from the body.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

DESCRIPTION OF LIMITED HEALTH EXPENSE BENEFITS

This Section describes the Limited Health Expense Benefits provided by this Policy. Benefit amounts and any applicable benefit-specific maximums or limits are shown in the *Schedule of Benefits*. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

HEALTH EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a {Covered Person}, subject to all applicable conditions and exclusions, for treatment of an injury sustained in a Covered Accident or for treatment of a Covered Sickness. All benefit amounts and any applicable maximums are shown in the *Schedule of Benefits*, and, unless otherwise specified, are payable on a per {Covered Person} basis.

Covered Expenses

In-Patient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive care or coronary care unit, for each day of the Hospital Stay, up to the daily Benefit Amount shown in the *Schedule of Benefits*;
2. In-Patient or outpatient treatment of a {Covered Person's} emergency medical or behavioral condition, rendered at a Hospital, up to the Benefit Amount for {one day} of confinement in an intensive care unit;
3. In-patient confinement of 48 hours in connection with a mastectomy, payable up to the Daily In-Hospital Benefit shown in the *Schedule of Benefits*;
4. each day of Medically Necessary In-Patient treatment of mental illnesses and developmental disorders, rendered by a Physician or other licensed mental health care professional in a Hospital, up to the Daily In-Hospital Benefit shown in the *Schedule of Benefits*;
5. partial hospitalization treatment of mental illnesses, rendered by a Physician or other licensed mental health care professional in a Hospital, a psychiatric Hospital, a licensed psychiatric center or a certified community mental health center, up to the Daily In-Hospital Benefit shown in the *Schedule of Benefits*;
6. Hospital services, including anesthesia, provided in connection with dental procedures, if a Physician or dentist certifies that hospitalization and general anesthesia is Medically Necessary to perform the procedure due to the {Covered Person's} age or condition, and the {Covered Person} is:
 - a. a child under 7 years of age for whom two licensed dentists determine that treatment in a Hospital or ambulatory surgical center for a significantly complex dental condition is required without delay;
 - b. diagnosed with a serious mental or physical condition; or
 - c. diagnosed with a significant behavioral problem.
7. any other confinement for each day of the Hospital Stay, up to the daily Benefit Amount shown in the *Schedule of Benefits*.

The Maximum Days shown in the *Schedule of Benefits* applies to the total of days of intensive or coronary care, emergency care, maternity care, post-natal visits and any other days of confinement, for each Hospital Stay.

For purposes of (2) above, a {Covered Person's} emergency medical or behavioral condition is one with sudden onset, manifesting itself with symptoms, including pain, of sufficient severity that a prudent layperson, possessing an average knowledge of medicine and health, could, absent immediate medical attention, result in (a) serious jeopardy to the {Covered Person}, or, for a

behavioral condition, placing the health of the {Covered Person} or others in serious jeopardy, (b) serious impairment of the {Covered Person's} bodily functions, or (c) serious dysfunction of a bodily organ or part, or (d) serious disfigurement of the {Covered Person}.

For purposes of (4) above, mental illnesses and developmental disorders mean those illness and disorders listed in the International Classification of Diseases Manual and the Diagnostic and Statistical manual of Mental Disorders.

For purposes of (5) above, partial hospitalization means continuous treatment for at least 4 hours, but not more than 16 hours in any 24-hour period.

Miscellaneous Hospital Expenses – We will pay miscellaneous expenses charged by a Hospital, up to the daily maximum and for the number of days of a Hospital Stay shown in the *Schedule of Benefits*. Such expenses include but are not limited to X-ray, laboratory and pre-admission tests, whether In-patient or Outpatient, and all necessary charges other than room and board.

Outpatient Hospital Services

We will pay an Outpatient Hospital Services Benefit for each day, up to the maximum number of days, as shown in the *Schedule of Benefits*, for each day a Covered Person receives treatment for an injury sustained in a Covered Accident, or for treatment of a Covered Sickness, provided when he is an Outpatient.

Physician Services

Surgery – We will pay for Physician's charges Incurred for a surgical procedure performed in a Hospital or an ambulatory surgical center. The benefit amount will be determined by multiplying the relative value shown in Medicare Resource Based Relative Value Scale, or any updates to the Scale, for the procedure performed, by the applicable benefit percentage shown in the *Schedule of Benefits*. We will pay up to 50% of this benefit for a second surgical procedure performed through a different operating field during the same surgical session.

Physician Services for surgery include:

1. surgery and reconstruction of the breast on which a mastectomy is performed on a Covered Person;
2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. prostheses and any complications in all stages of mastectomy, including lymphedemas.

Anesthesia – We will pay a percentage, as shown in the *Schedule of Benefits*, of the surgical benefit for anesthesia and its administration.

[In-Patient Hospital Visits – We will pay Physician's charges, up to the daily maximum benefit and for the maximum number of visits, as shown in the *Schedule of Benefits*, during a {Covered Person}'s Hospital Stay.]

Outpatient Office Visits – We will pay Physician's charges, up to the maximum per visit, and for the maximum number of visits, shown in the *Schedule of Benefits*, for Physician services rendered in his offices or facilities other than a Hospital.

Physician Services include visits, whether in-patient or office, for:

1. the {Covered Person} to obtain a second opinion for (a) any surgery that is recommended or (b) any positive or negative diagnosis of, or recommendation of a course of treatment for, cancer;
2. one lifetime training program of diabetes self-management, including nutrition training, prescribed by a Physician for a {Covered Person}. Additional self-management training will be provided if determined by the Physician to be Medically Necessary due to a significant change in the {Covered Person's} symptoms or conditions;
3. Outpatient treatment of mental illnesses and developmental disorders;
4. Medically Necessary care and treatment of loss or impairment of speech or hearing, including speech pathology and audiology, provided by a health care professional licensed in either area of certification by the Board of Examiners in Speech-Language Pathology and Audiology;
5. in-vitro fertilization services, provided (a) at a medical facility licensed or certified by the Department of Health, (b) at a certified medical facility that conforms to the American College of Obstetricians and Gynecologists guidelines for in-vitro fertilization clinics, or (c) at a certified facility that meets the American Fertility Society minimal standards for programs of in-vitro fertilization;
6. preventive health care services, up to the maximum number of visits shown in the *Schedule of Benefits*, provided by a Physician to covered dependent children from birth through 18 years of age in accordance with prevailing medical standards, including periodic preventive care visits, medical history, physical examination, developmental assessment, anticipatory guidance and appropriate immunizations and laboratory tests. No co-insurance percentage, co-payment amount, deductible or dollar limit will apply to recommended immunizations provided under this section (6). Periodic preventive health care visits will be provided at the following age intervals: birth, two weeks, two months, four months, six months, nine months, twelve months, fifteen months, eighteen months, two years, three years, four years, five years, six years, eight years, ten years, twelve years, fourteen years, sixteen years and eighteen years.

We will pay an amount up to one Physician Office Visit, for charges made by an outpatient surgical facility for a {Covered Person's} outpatient surgery.

[Outpatient Surgical Facility Benefit

We will pay Covered Expenses Incurred, up to the Maximum Amount shown in the *Schedule of Benefits*, for surgical treatment provided in a licensed ambulatory surgical facility that is not a Hospital or a Physician's office. This Benefit will be payable instead of one Physician Office Visit.]

[Outpatient Wellness Benefits

We will pay Covered Expenses Incurred for the Wellness Benefits listed below, up to the maximums shown in the *Schedule of Benefits*. Each of the Wellness Benefits is payable once each year, unless otherwise specified, for each {Covered Person}.

Covered Wellness Expenses are:

1. general physical examination;
2. routine X-Ray; and
3. routine laboratory tests.]

Outpatient Diagnostic, X-Ray and Laboratory Services

We will pay expenses incurred, up to the daily benefit maximum and for the maximum number of visits, as shown in the *Schedule of Benefits*, for diagnostic, x-ray and laboratory tests and procedures ordered by a Physician and performed while the {Covered Person} is not an Inpatient.

Outpatient diagnostic, X-ray and laboratory services include the following health screenings:

1. breast cancer
 - a. one baseline mammogram for women 35 to 40 years of age;
 - b. one mammogram every one to two years based on a Physician's recommendation for women age 40 to 49 years of age;
 - c. one mammogram each year for a woman 50 years of age; and
 - d. one mammogram for a woman of any age who has a prior history of breast cancer, or whose mother or sister has a history of breast cancer.
2. prostate cancer
 - a. standard diagnostic testing, including but not limited to, a digital rectal examination and a prostate-specific antigen test at any age for men having a prior history of prostate cancer; and
 - b. an annual standard diagnostic examination for men 50 years of age and older who are asymptomatic and for men 40 years of age and older with a family history of prostate cancer or other prostate cancer risk factors.
3. cervical/uterine cancer – one annual pelvic examination, including collection, processing and evaluation of a Papanicolaou smear, annually for a woman 18 years of age and older.
4. colorectal cancer – examinations and laboratory tests provided to a {Covered Person}:
 - a. 50 years of age or older;
 - b. less than 50 years of age and at high risk for colorectal cancer according to current American Cancer Society colorectal cancer screening guidelines; and
 - c. experiencing the following symptoms of colorectal cancer as determined by a Physician:
 - (i) bleeding from the rectum or blood in the stool; or
 - (ii) a change in bowel habits such as diarrhea, constipation, or narrowing of the stool, that lasts more than five days.

Colorectal cancer screening will involve an examination of the entire colon, including:

- a. an annual fecal occult blood test utilizing the take-home method, or an annual fecal immunochemical test in conjunction with a flexible sigmoidoscopy every five years;
- b. a double-contrast barium enema every five years; or
- c. a colonoscopy every ten years; and
- d. any additional medically recognized screening tests for colorectal cancer required by the Director of the Division of Health of the Department of Human Services, determined in consultation with appropriate health care organizations.

Outpatient Prescription Drugs

We will pay a benefit for drugs that (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Food and Drug Administration (FDA). Such drugs include:

1. services and supplies prescribed or recommended by a Physician for management and treatment of Type I, Type II and gestational diabetes, including but not limited to blood glucose monitors, data management systems, blood and urine glucose test strips, insulin, equipment for its administration and oral agents for controlling blood sugar; and
2. drugs or devices approved by the FDA for use, other than on an emergency basis, as a contraceptive.

The benefit amount for each prescription drug will equal its cost less any per-prescription co-payment. The maximum benefit payable for all prescription drugs in any one calendar year is shown in the *Schedule of Benefits*.

Excluded Expenses

The following will not be Covered Expenses under this Limited Health Expense Benefit unless specifically provided.

- [1. rest care or rehabilitative care and treatment, custodial care, and transportation;]
- [2. personal services provided during a Hospital Stay, such as television and telephone, or transportation;]
- [3. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a cosmetic surgery resulting from an accident;
 - b reconstruction incidental to or following surgery resulting from a Covered Accident or Covered Sickness or from trauma, infection or other diseases of the involved part;
 - c correction of a congenital defect or anomaly that results in a functional defect of a covered Dependent child;
 - d with respect to a mastectomy:
 - i. all stages of reconstruction of the breast on which the mastectomy has been performed;
 - ii. surgery and reconstruction of the other breast to produce a symmetrical appearance; and
 - iii. treatment of physical complications for all stages of the mastectomy, including lymphedema;]
- [4 immunization shots and routine examinations such as routine physical examinations;]
- [5. pre-marital examinations;]
- [6. examinations needed for employment, obtaining insurance, team sports, travel, school or camp;]
- [7 routine newborn care, including routine nursery charges, except as required by the Newborn's Act;]
- [8. voluntary abortion, unless
 - a. the life of the {Covered Employee} or his spouse would be endangered if the fetus were carried to term; or
 - b. medical complications have arisen from an abortion;]
- [9. any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable;]
- [10. treatment provided in a Veteran's Administration, Federal or state Hospital or facility, unless there is a legal obligation to pay;]
- [11. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;]

- [12. charges for services rendered and separately billed by employees of Hospitals, laboratories or other institutions;]
- [13. sex change procedures;]
- [14. experimental or investigational health care services unless such services are:
 - a. prescribed or recommended as Medically Necessary by the {Covered Person's} Physician; and
 - b. approved, on a basis other than limited or experimental, by the American Medical Association or the appropriate medical specialty society for such treatment;]
- [15. diagnosis and treatment of infertility in connection with the reversal of elective sterilizations;]
- [16. diagnosis and treatment of infertility in connection with (i) gamete or zygote intrafallopian tube transfers; (ii) cloning; or (iii) medical or surgical services deemed to be experimental;]
- [17. treatment of obesity, gastric bypass surgery or weight control;]
- [18. air ambulance service;]
- [19. confinement, or services or treatment received on Friday and/or Saturday in the case of a non-emergency Hospital admission, unless a surgical procedure is performed within 24 hours of admission;]
- [20. routine eye examinations or fitting of glasses or contact lenses;]
- [21. lasik surgery and other surgeries and treatments to correct vision;]
- [22. hearing examinations or fitting of hearing aids [or];]
- [23. dental examinations, dental care or treatment unless such care and treatment is due to an accidental injury to sound natural teeth within 12 months of a Covered Accident, or is necessary due to congenital disease or anomaly;]

Other Exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.

[DENTAL EXPENSE BENEFIT

We will pay Covered Dental Expenses Incurred, for dental treatments listed in *Appendix A*:

1. after a {Covered Person} has satisfied the calendar year deductible; and
2. up to the Annual Maximum Benefit; and
3. in amounts equal to the amount of the Covered Expense multiplied by the percentage applicable to the Expense Class shown in *Appendix A*

The calendar year deductible, Annual Maximum Benefit and percentages applicable to each Expense Class are shown in the *Schedule of Benefits*.

If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Definition For purposes of this Benefit:

Covered Dental Expenses means expenses Incurred for dental treatments listed in *Appendix A, Table of Dental Procedures and Expense Classes*.

Exclusions and Limitations

Limitation for Diagnostic and Preventive Care. We will pay Covered Dental Expenses for only one fluoride treatment, one dental prophylaxis and one bitewing x-ray during any one 6-month period. We will pay Covered Dental Expenses for only one complete mouth x-ray during any one 24-month period.

Limitation for Class B Covered Dental Expenses. We will pay Covered Dental Expenses identified in *Appendix A* as Class B Expenses only after the {Covered Person} has been insured under this Policy for a continuous 12-month period. Any period of coverage under a policy (a) providing similar benefits, (b) issued to the Policyholder of this Policy, and (c) which this Policy replaced, will be considered part of the continuous 12-month period. Any period of Creditable Coverage, as that term is defined in the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* will also be considered part of a {Covered Person's} continuous 12-month period.

Covered Dental Expenses do not include any:

1. charges for courses of treatment which were begun prior to the {Covered Person's} effective date, including crowns, bridges or dentures which were ordered prior to his effective date.
2. charges for replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft; or
3. charges for orthodontics or for any dental procedure whose purpose is primarily cosmetic.

Other Exclusions that apply to this Benefit are specified in the *Common Exclusions Section*.]

[VISION EXPENSE BENEFIT]

We will pay Covered Vision Expenses Incurred for routine eye examinations and for fitting of eyeglass lenses and frames or contact lenses, up to the applicable Maximum Benefit for each Covered Vision Expense, as shown in the *Schedule of Benefits*.

Exclusions and Limitations

Limitation for routine eye examinations and vision correction. We will pay Covered Vision Expenses for only one routine eye examination, and for only one pair of eyeglass lenses and frames, or one pair of contact lenses, during the periods specified in the *Schedule of Benefits*.

Covered Vision Expenses do not include any:

1. eyeglasses or contact lenses not prescribed by a Physician for correction of vision;
2. sunglasses, safety glasses or goggles, whether or not they include prescription lenses, or
3. charges for any type of surgery or procedure, including elective surgery to correct or improve visual acuity, or charges that are Covered Expenses under any other provisions of this Policy.

Other Exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.]

[HOME HEALTH CARE BENEFIT]

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a {Covered Person}, subject to all applicable conditions and exclusions, for Home Health Care. All benefit amounts, deductible amounts and applicable maximums are shown in the *Schedule of Benefits*, and are payable on a per {Covered Person} basis.

Covered Expenses for Home Health Care are:

1. visits for part-time or intermittent home nursing care by or under the supervision of a registered professional nurse (R.N.);
2. visits for part-time or intermittent Home Health Aide services which consist primarily of Daily Living Services provided to the {Covered Person};
3. visits for physical, occupational or speech therapy if provided by the Home Health Agency; and
4. medical supplies, drugs and medications prescribed by a Physician.

Four hours of Daily Living Services provided by a Home Health Aide constitutes one Home Health Care visit.

Definitions For purposes of this Benefit:

Daily Living Services means cooking, feeding, bathing, dressing and personal hygiene services performed by a Home Health Aide which are Medically Necessary for the care and health of the {Covered Person}.

Extended Care Facility means an institution operating pursuant to applicable law and engaged in providing, for a fee, inpatient skilled nursing care and related services and physical therapy services under the supervision of a Physician and registered nurses.

Home Health Care Agency means an agency that:

1. is constituted, licensed and operated under provisions of Title XVIII of the Federal Social Security Act or qualified to be so operated if application was made, and certified by the jurisdiction in which the Home Health Care plan is established;
2. is engaged primarily in providing Extended Care Facility services and other therapeutic services in the {Covered Person's} home under the supervision of a Physician or nurse; and
3. maintains clinical records of all its patients.

Home Health Aide means a person who provides care of a medical or therapeutic nature or Daily Living Services, and who is under the direction and supervision of a Home Health Agency.

Home Health Care means nursing care and treatment and Daily Living Services provided to the {Covered Person} in his home as part of an overall extended treatment plan. To qualify for Home Health Care benefits:

1. the Home Health Care plan must be established and approved in writing by the {Covered Person's} attending Physician, including his written certification that confinement in a Hospital or Extended Care Facility would be required absent Home Health Care;
2. nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a Home Health Care Agency; and

3. Daily Living Services must be approved in writing by the attending Physician or by the provider of the Home Health Care services

Exclusions

Covered Expenses for Home Health Care do not include:

1. nursing care and treatment provided by the {Covered Person's} immediate family members or other persons who reside with him;
2. any Home Health Care services following cosmetic surgery that is otherwise excluded under this Policy; or
3. rest care or rehabilitative care and treatment or custodial care.

Other exclusions that apply to this Benefit are specified in the *Common Exclusions* section.]

[ADDITIONAL BENEFITS

We will pay Covered Expenses Incurred by a {Covered Person}, subject to all applicable conditions and exclusions, for each of the Additional Benefits described below:

1. only if that Additional Benefit has been elected by the Policyholder and included in the *Schedule of Benefits*;
2. subject to any applicable deductibles and coinsurance; and
3. up to any applicable maximums, as shown in the *Schedule of Benefits*.

[Registered Professional Nurse Benefit

The following provisions are added to the *Physician's Services* provision of the *Medical Expense Benefit* Section of this Policy.

Covered Expenses for Registered Professional Nurse Services include charges for services, rendered by a licensed professional nurse, that are:

1. within the scope of the nurse's license; and
2. Medically Necessary treatment provided to a {Covered Person} for an injury sustained in a Covered Accident, or for a Covered Sickness.

Benefit amounts and the maximum number of Registered Professional Nurse Benefits are shown in the *Additional Benefits* section of the *Schedule of Benefits*.

Exclusions

We will not pay Registered Professional Nurse Benefits for nursing care services provided:

1. during a {Covered Person's} Hospital Stay;
2. while the {Covered Person} is confined in a Nursing Home, Extended Care Facility or Chemical Abuse Facility; or
3. in a Physician's office.

Other exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.]

[Supplemental Accident and Emergency Sickness Benefit

We will pay a Supplemental Benefit, up to the Maximum Benefit per Covered Accident or Emergency Sickness, if a {Covered Person}:

1. sustains injuries in a Covered Accident, which require Medically Necessary treatment ; or
2. requires Medically Necessary treatment of a Covered Sickness manifesting itself in severe or acute symptoms, that, if not provided on an emergency basis would reasonably be expected to result in deterioration of the {Covered Person's} health or place his life in jeopardy; and,
3. incurs expenses, within 365 days of the Covered Accident or within 90 days of an Emergency Sickness, that would have been Covered Expenses had they not exceeded maximum amounts payable under other provisions of this Policy.

The Supplemental Accident and Emergency Sickness Benefit will equal the lesser of:

1. the amount by which expenses described in (3) above exceed amounts payable under other provisions of this Policy; and
2. the Maximum Benefit per Covered Accident or Covered Sickness shown in the *Schedule of Benefits*.

The sum of all benefits payable under this Policy may not exceed the actual expenses the {Covered Person} Incurs in any one Covered Accident or for any one Covered Sickness.

Exclusions – The exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.]

[Supplemental Specified Illness Benefit

We will pay Supplemental Benefits, up to the Maximum Benefit per specified Illness, if a {Covered Person}:

1. receives a diagnosis from a Physician of a Specified Illness while his coverage under this Policy is in force;
2. requires Medically Necessary treatment of that Specified Illness;
3. Incurs expenses for treatment of that Specified Illness that would have been Covered Expenses had they not exceeded maximum amounts payable under other provisions of this Policy.

The Supplemental Specified Illness Benefit will equal the lesser of:

1. the amount by which expenses described in (3) above exceed amounts payable under other provisions of this Policy; and
2. the Maximum Benefit per Specified Illness shown in the *Schedule of Benefits*.

The sum of all benefits payable under this Policy may not exceed the actual expenses the {Covered Person} Incurs for any one Specified Illness.

Definition – The following definition applies only to this Benefit.

Specified Illness means

- a. cancer, including Hodgkin's Disease, leukemia, lymphoma, carcinoma, sarcoma or malignant tumor, but not including precancerous conditions such as leukoplakia, actinic keratosis, carcinoid hyperplasia, polycythemia, nonmalignant melanoma or similar diseases or lesions, upon pathological diagnosis, or clinical diagnosis followed by receipt of definitive treatment for cancer;
- b. bone marrow, stem cell or major organ transplant for a {Covered Person} donating or receiving the organ;
- c. coronary artery disease resulting in acute infarction or requiring surgery; or
- d. permanent neurological deficit resulting from a cerebral vascular accident.

Exclusions – The exclusions that apply to this Benefit are specified in the Common Exclusions Section.]

[Nursing Home Benefit

The following provisions are added to the *In-Patient Hospital Services* provision of the *Medical Expense Benefit* Section of this Policy.

Covered Nursing Home Expenses are those Incurred for room and board and miscellaneous expenses provided in a Nursing Home, when:

1. a {Covered Person's} confinement in a Nursing Home immediately follows a Hospital Stay of at least three days; and
2. the {Covered Person's} Physician certifies that the Hospital Stay would be extended absent confinement in a Nursing Home.

For the purpose of determining the maximum number of days of Nursing Home room and board and miscellaneous expenses provided by this Benefit, each two days of Nursing Home confinement will equal one day of a Hospital Stay. The total of days of a Hospital Stay, plus days of confinement in a Nursing Home multiplied by two, may not exceed the maximum number of days shown in the *Inpatient Hospital Services* section of the *Schedule of Benefits*. The benefit amounts for each day of confinement and miscellaneous expenses are shown in the *Additional Benefits* section of the *Schedule of Benefits*.

Definitions – for purposes of this Benefit:

Nursing Home means a facility that meets the definition of a skilled nursing facility in subchapter XVIII of the federal Social Security Act.

Exclusions – The exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.]

[Ambulatory Care Benefit

The following provisions are added to the *In-Patient Hospital Services* provision of the *Medical Expense Benefit* Section of this Policy.

Covered Ambulatory Care Expenses are those a {Covered Person} Incurs for:

1. diagnostic X-rays, laboratory and pathological examinations provided in outpatient facilities of a Hospital or in a Physician's office;
2. services and medications provided for non-experimental chemotherapy or hormone therapy for diagnosis and treatment of cancer, provided in outpatient facilities of a Hospital or in a Physician's office; and
3. physical, radiation and occupational therapy provided in outpatient facilities of a Hospital.

The amount of each Ambulatory Care Benefit and the maximum number of benefits are shown in the *Additional Benefits* section of the *Schedule of Benefits*.

Exclusions

We will not pay for physical therapy begun more than six months, or continuing more than 365 days, after the later of:

1. the end of a Hospital Stay; or
 2. the date surgery was performed;
- for treatment of the same injury sustained in a Covered Accident, or to treat the same Covered Sickness, for which physical therapy is provided.

Other exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.]

Appendix A

Table of Dental Procedures and Expense Classes

This Schedule is attached to and made part of the *Dental Medical Benefits* section of this Policy.

We will pay Covered Expenses for Dental Procedures, in amounts determined by multiplying the Covered Expense Incurred by the percentage applicable to the class of the procedure, as shown below.

American Dental Association Service Number	Expense Class
I. DIAGNOSTIC-GENERAL	
<i>Emergency Treatment</i>	
9110..... Palliative treatment of dental pain when no other Dental Services, except radiographs, are performed	A
<i>Radiographs</i>	
Intra-oral	
0210..... Complete series (with or without bite-wings)	A
Single Radiographs	
Periapical	
0220..... First Film	A
0230..... Each additional film	A
Bite-wing	
0270..... First Film	A
0280..... Each additional film	A
0240..... Occlusal - single film.....	A
Extra-oral	
0320..... Panoramic-maxillary and mandibular - single film	A
Other extra-oral radiographs	
0250..... First film.....	A
0260..... Each additional film	A
Tests and Laboratory Examinations	
0420..... Caries susceptibility test	A
Biopsy and examination of oral tissue	
0430..... Hard Tissue.....	A
0440..... Soft Tissue	A
0460..... Pulp vitality tests.....	A
II. PREVENTATIVE	
Dental Prophylaxis	
1110..... Individuals 14 years of age or older	A
1120..... Individuals under 14 years of age	A
Fluoride Treatments	
1210..... Topical application of sodium fluoride, series of four treatments	A
1220..... Topical application of stannous fluoride, one treatment	A
1230..... Topical application of acid fluoride phosphate, one treatment.....	A
Space Maintainers	
Fixed	
1510..... Band type	A
1515..... Stainless steel crown type	A

1520.....	Cast type.....	A
	Removable	
1530.....	Acrylic (with or without clasps or wires).....	A

III. RESTORATIVE

Amalgam Restorations

	Deciduous teeth	
2110.....	One surface.....	A
2120.....	Two surfaces.....	A
2130.....	Three surfaces.....	A
	Permanent	
2140.....	One surface.....	A
2150.....	Two surfaces.....	A
2160.....	Three surfaces.....	A
2170.....	Pin retained amalgam, per tooth (in addition to above).....	A

Silicate Restorations

2210.....	Silicate cement, per restoration.....	A
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Acrylic or Plastic Restorations

	Acrylic or plastic	
2310.....	Not involving incisal angle.....	A
2320.....	Involving incisal angle.....	A
	Composite acrylic resin	
2330.....	One surface.....	A
2331.....	Two surfaces.....	A
2332.....	Three surfaces.....	A
2311.....	Pin retained acrylic or plastic, per tooth (in addition to above).....	A

Gold Foil Restorations

2410.....	One surface.....	B
2420.....	Two surfaces.....	B
2430.....	Three surfaces.....	B

Gold Inlay Restorations

2520.....	Two surfaces.....	B
2530.....	Three surfaces.....	B
2540.....	Onlay, per tooth (in addition to above).....	B

Porcelain Restorations

2610.....	Porcelain inlay.....	B
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Crowns - Single Restorations

2710.....	Plastic (acrylic) - not prefabricated.....	B
2711.....	Plastic - prefabricated.....	B
2720.....	Plastic with metal.....	B
2740.....	Porcelain B	
2750.....	Porcelain with metal.....	B

Cast gold

2790.....	Full.....	B
2810.....	3/4.....	B
2830.....	Stainless steel.....	B
2820.....	Gold thimble, per tooth (in addition to above).....	B
2890.....	Dowel pin, per tooth (in addition to above).....	B
2891.....	Post and core, per tooth (in addition to above).....	B

Other Restorative Services

2910.....	Recement inlays.....	A
2920.....	Recement crowns.....	A

IV. ENDODONTICS**Pulp Capping**

3110.....	Direct pulp cap	A
3120.....	Indirect pulp cap	A

Pulpotomy

3210.....	Therapeutic apical closure.....	A
3220.....	Vital pulpotomy.....	A

Root Canal Therapy**One canal**

3310.....	..... Not in connection with apicoectomy.....	B
3311.....	..... In conjunction with apicoectomy	B

Two canals

3320.....	..... Not in conjunction with apicoectomy.....	B
3321.....	..... In conjunction with apicoectomy	B

Three canals

3330.....	..... Not in conjunction with apicoectomy.....	B
3331..... In conjunction with apicoectomy	B

Periapical Service

3410.....	Apicoectomy.....	B
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V. PERIODONTICS**Surgical Services**

4210.....	Gingivectomy or gingivoplasty, per quadrant	B
4220.....	Gingival curettage, per quadrant.....	B
4260.....	Osseous surgery, per quadrant	B
4261.....	Osseous graft, single site	B
4262.....	Osseous graft, multiple site, per quadrant.....	B

Adjunctive Services

4910.....	Periodontal prophylaxis	A
	Occlusal equilibration - when no restoration is involved	
4330.....	..... Limited	B
4331.....	..... Complete.....	B
	Periodontal scaling and root planing	
4340.....	..... 12 or more teeth	B
4341.....	..... Fewer than 12 teeth.....	B
0470.....	..... Diagnostic cast for comprehensive cases	B

VI. PROSTHODONTICS - REMOVABLE. Complete and partial dentures include six months post-installation care. An adjustment or repair to a denture performed within six months of the installation of the denture is not a dental service provided for in this Summary.

Complete (Full) Dentures**Complete**

5110.....	..... Upper	B
5120.....	..... Lower	B

Immediate	
5130..... Upper	B
5140..... Lower	B

Partial Dentures

Acrylic base	
Upper or lower	
5210..... Without clasps	B
5220..... With two gold or chrome clasps with rests	B
5230..... Lower, with two gold or chrome clasps and lingual bar	B
5250..... Upper, with two gold or chrome clasps and palatal bar	B
Cast base, with two gold or chrome clasps	
5240..... Lower, with gold or chrome lingual bar	B
5260..... Upper, with gold or chrome palatal bar	B
5280..... One piece casting, removable, unilateral, gold or chrome cobalt clasp attachments, per unit including pontics	B
5290..... Full cast.....	B

Adjustments to Dentures

5410..... Complete denture	A
5420..... Partial denture	A

Repairs to Dentures

Repair broken complete or partial denture	
5610..... No teeth damaged	A
Teeth damaged	
5620..... Including replacement of first broken tooth.....	A
5630..... Replacement of additional teeth, per tooth.....	A
5640..... Replace broken tooth on complete or partial denture, not in conjunction with other repairs	A

Additions to Partial Dentures to Replace Extracted Teeth

5650..... Per tooth, not involving clasp	A
5660..... Per tooth, involving clasp.....	A

Damaged clasps

5670..... Reattached to denture, per clasp.....	A
Replace with new clasp	
5680..... First clasp.....	A
Each additional clasp, with rest.....	A

Relining denture - upper or lower

Office	
5730..... Complete denture	A
5740..... Partial denture	A
Laboratory	
5750..... Complete denture.....	A
5760..... Partial denture	A
5850..... Tissue conditioning.....	A

VII. PROSTHODONTICS - FIXED BRIDGES

Bridge Pontics

6210..... Cast gold B	
6220..... Slotted facing (Steele's).....	B
6230..... Slotted pontic (Tru).....	B
6240..... Porcelain fused to metal	B

6250..... Plastic processed to metal..... B

Repairs

6610..... Replace broken pin facing with slotted (Steele's) or other facing A

Replace broken facing with other than acrylic

6620..... When post is intact..... A

6630..... When post backing is broken..... A

6640..... Replace broken facing with acrylic..... A

6650..... Replace broken slotted (Tru pontic or Steele's) facing A

Abutments

Gold inlay

6520..... Two surfaces..... B

6530..... Three surfaces B

6540..... Onlay, per tooth (in addition to above) B

Crowns

6710 Plastic (acrylic) B

6720 Plastic with metal..... B

6740 Porcelain (first Bicuspid forward upper and lower) B

6750 Porcelain with metal (first Bicuspid forward upper and lower) B

Cast gold

6780..... $\frac{3}{4}$ B

6790..... Full B

Other Services

6930..... Recement bridge A

6960..... Dowel pin, per tooth (in addition to above)..... B

2820..... Gold thimble, per tooth (in addition to above) B

2891..... Post and core, per tooth (in addition to above) B

VIII. ORAL SURGERY

Simple Extractions

7110..... First toothA

7120..... Each additional tooth..... A

Surgical Extractions - Per Tooth

7210..... Erupted A

Impacted

7220..... Soft Tissue A

Bone

7230..... Partial..... A

7240..... Complete..... A

Surgical Preparation of Ridge for Dentures - Alveoplasty, Per Sextant

7310..... In conjunction with extractions..... A

7320..... Not in conjunction with extractions..... A

Benefits for procedures not listed will be determined by the Company. The benefit will be based upon extent and type of damage and nature of materials used.

Alternative Benefits

If various types of treatment are available, the covered dental expenses will be limited to the Dental Service Benefit payable for the least expensive treatment that will product a professionally adequate result as determined by the Company.



QBE INSURANCE CORPORATION

Administrative Office
Wall Street Plaza, 88 Pine Street, 16th Floor
New York, NY 10005

GROUP LIMITED BENEFIT HEALTH INSURANCE CERTIFICATE

POLICYHOLDER: {ABC Contractor, Inc.}
GROUP POLICY NUMBER: {XXX123456}

QBE Insurance Corporation certifies that We have issued the Group Limited Benefit Health Insurance Policy to the Policyholder, to insure Eligible Persons and their Eligible Dependents described in the Policy and this Certificate.

This Certificate describes the benefits and provisions of the Policy and is in effect for you and any eligible dependents you have elected to insure, when you and they meet the conditions of eligibility described in this Certificate and the Policy under which it is issued.

This Certificate takes the place of any other Certificate previously issued to you under the Policy. It contains all of the terms and conditions applicable to this insurance. Please read it carefully and keep it in a safe place.

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Certificate to be executed on the Date of Issue to take effect on the Effective Date.

Susan Rivera, President

Peter T. Maloney, Corporate Counsel &
Corporate Secretary

• GROUP LIMITED BENEFIT HEALTH INSURANCE POLICY •
• NON-PARTICIPATING •

THIS CERTIFICATE PROVIDES GROUP LIMITED BENEFIT HEALTH INSURANCE. IT DOES NOT PROVIDE MAJOR MEDICAL OR COMPREHENSIVE MEDICAL INSURANCE.
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ADMINISTRATIVE PROVISIONS

Grace Period

An Individual Grace Period of {31, 45, 60} days, applicable when You remain eligible for coverage under this Certificate under the *Continuation Provisions*, will be granted for payment of required premiums. Your insurance under this Certificate will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Certificate will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for You and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

If any premium is not paid when due, the Policy or any Certificate will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least {31 days} advance written notice to the Policyholder. No change in rates will be made until {12 months} after the Policy Effective Date. An increase in rates will not be made more often than once in {a 12-month period}. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of the Policy change;
- [2. the number of {Covered Persons} eligible for coverage} increases or decreases by more than {10%} since the later of the Policy Effective Date and the date of the last renewal of the Policy;]
3. coverage is reinstated following failure to pay premium during the Grace Period;
- [4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by {10%} or more the number of {eligible, insured} individuals;]
- [5. a change in the number of {covered, eligible} individuals which would, on a manual rate basis, require a change of {10%} or more in the premium rate;]
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under the Policy; or
7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Reinstatement

This Certificate may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are Your written application satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

GENERAL PROVISIONS

Entire Contract; Changes

This Certificate, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Certificate will be valid until approved and signed by one of Our executive officers and the Policyholder, and endorsed on or attached to this Certificate. No agent has authority to change the Policy or any Certificate, or to waive any of its provisions.

Misstatement of Fact

If You have misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

{30 Day} Right To Examine Certificate

If You do not like this Certificate for any reason, You may return it to Us within {30 days} after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Assignment

Option 1: Include if no rights and benefits are assignable:

[The rights and benefits under this Certificate may not be assigned and any attempt to assign will be void.]

Option 2: Include when no assignment other than benefits that have become payable is permitted:

[The rights and benefits provided by this Certificate, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident or Covered Sickness. Any other attempt to assign will be void.]

Option 3: Include if assignment is permissible:

[We will be bound by an assignment of Your insurance under this Certificate only when the original assignment or a certified copy of the assignment, signed by You, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under Your certificate remains in force.]

Incontestability

All statements You have made are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument containing the statement is, or has been, signed by and furnished to the claimant. In the event of death or incapacity, the applicable representative shall be given a copy.

After two years from Your effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud.

Clerical Error

Your insurance will not be affected by error or delay in keeping records of insurance under the Policy or your Certificate. If such error or delay is found, We will adjust the premium fairly.

Compensation Insurance

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Appendix A

Table of Dental Procedures and Expense Classes

This Table includes a limited sample of the Dental Procedures for which Dental Benefits are payable under this Certificate. You may contact Us, the Policyholder or the Third Party Administrator retained by the Policyholder to view or request a complete copy of this Table.

We will pay Covered Expenses for Dental Procedures, in amounts determined by multiplying the Covered Expense Incurred by the applicable percentage shown in the *Schedule of Benefits* to the class of the procedure listed below.

American Dental Association Service Number	Expense Class
I. DIAGNOSTIC-GENERAL	
<i>Emergency Treatment</i>	
9110..... Palliative treatment of dental pain when no other Dental Services, except radiographs, are performed	A
<i>Radiographs</i>	
0210..... Complete series (with or without bite-wings)	A
Tests and Laboratory Examinations	
0420..... Caries susceptibility test	A
II. PREVENTATIVE	
Dental Prophylaxis	
1110..... Individuals 14 years of age or older	A
1120..... Individuals under 14 years of age	A
Fluoride Treatments	
1210..... Topical application of sodium fluoride, series of four treatments	A
III. RESTORATIVE	
Amalgam Restorations	
2140..... One surface.....	A
2160..... Three surfaces	A
Gold Inlay Restorations	
2520..... Two surfaces.....	B
2530..... Three surfaces	B
IV. ENDODONTICS	
Pulp Capping	
3110..... Direct pulp cap	A
Root Canal Therapy	
3310..... One canal Not in connection with apicoectomy	B
V. PERIODONTICS	
Surgical Services	
4210..... Gingivectomy or gingivoplasty, per quadrant	B
VI. PROSTHODONTICS - REMOVABLE. Complete and partial dentures include six months post-installation care.	
Complete (Full) Dentures	
5110..... Complete Upper.....	B
5120..... Complete Lower	B
VII. PROSTHODONTICS - FIXED BRIDGES	
Bridge Pontics	
6210..... Cast gold.....	B
Repairs	
6610..... Replace broken pin facing with slotted (Steele's) or other facing	A
Crowns	
6710..... Plastic (acrylic)	B
6750..... Porcelain with metal (first Bicuspid forward upper and lower)	B
VIII. ORAL SURGERY	
Simple Extractions	
7110..... First tooth.....	A
7120..... Each additional tooth.....	A

Alternative Benefits If various types of treatment are available, the covered dental expenses will be limited to the Dental Service Benefit payable for the least expensive treatment that will product a professionally adequate result as determined by the Company.

OPTIONAL BENEFITS ELECTION FORM

To the Policyholder: Arkansas law requires that We offer you each of the following Optional Benefits when you purchase your policy and again each year when you renew it. Please check the appropriate box above the description of any of the following benefits you wish to include in your policy, and complete information, sign and date where indicated at the bottom of this form.

1. ☐ I elect the **Alcohol and Drug Dependency Treatment Benefit** described below at a cost of _____ per Covered Person per month and \$ _____ per Dependent family per month.

Alcohol and Drug Dependency Treatment Benefit

Maximum Benefit for each 24-month period { \$6,000}, limited to { \$3,000} payable during any {30} consecutive day period
Lifetime Benefit { \$12,000}

The following provision is added to the *In-Patient Hospital Services* section of the *Description of Limited Health Expense Benefits* Section of this Policy.

In-Patient Hospital Services include Medically Necessary care and treatment of alcohol or drug dependency provided pursuant to a written treatment plan approved and monitored by a Physician in:

1. a unit within a Hospital or an attached or freestanding unit of a Hospital;
2. a unit within a psychiatric Hospital or a freestanding unit of a psychiatric Hospital;
3. a licensed or certified freestanding facility, other than a halfway house or a recovery farm, that specializes in the treatment of persons who are substance abusers or are alcohol or drug dependent.

Medically Necessary care and treatment includes detoxification, administration of a therapeutic regimen for alcohol or drug dependency treatment, and other related services, and shall be provided to a {Covered Person} in the most cost-effective treatment setting. In no event shall benefits payable exceed the Maximum and Lifetime Benefits for Alcohol or Drug Dependency Treatment shown above.

Definition – for purposes of this Benefit:

Alcohol and Drug Dependency means the pathological use or abuse of alcohol or other drugs in a manner or to a degree that produces an impairment in personal, social or occupational functioning, and that may, but need not, include a pattern of tolerance and withdrawal.

Exclusions - The exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.

2. ☐ I elect the **Hospice Care Benefit** described below at a cost of _____ per Covered Person per month and \$ _____ per Dependent family per month.

Hospice Care Benefit

[Deductible Inpatient, Outpatient and Hospice Care Benefits]	{ \$50}
Maximum Number of Benefits	{ \$25 to \$100} per day; {75 to 100}% of Usual and Customary Charges; {25 to 75}% of the Daily In-Hospital Benefit
Bereavement Counseling Benefit	{31 to 365}
Maximum Number of Visits	{ \$25 to \$100} per visit; {75 to 100}% of Usual and Customary Charges; {25 to 75}% of the Physician Office Visit Benefit
	{5 to 10}

The following provision is added to the *In-Patient Hospital Services* section of the *Description of Limited Health Expense Benefits* Section of this Policy.

In-Patient Hospital Services include Covered Hospice Care Expenses Incurred by a {Covered Person} whose Physician certifies that his life expectancy is less than six months and provided by a Hospice Organization. Covered Hospice Care Expenses are:

1. Inpatient care provided in a Hospital or facility operated by a Hospice Organization;
2. Outpatient and home care;
3. drugs and supplies that are Medically Necessary for the treatment of the {Covered Person}; and
4. bereavement counseling provided to the {Covered Person's} immediate family, whether before or after the {Covered Person's} death.

The maximum benefit amounts and the total number of days of Inpatient, Outpatient and home care may not exceed the maximums shown above.

Definition – for purposes of this Benefit:

Hospice Organization means an organization providing hospice services and certified under the requirements of applicable law in the jurisdiction in which it is located.

Exclusions - The exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.

3. ☐ I elect the **Benefit for Musculoskeletal Disorders of the Face and Neck** described below at a cost of \$ _____ per Covered Person per month and \$ _____ per Dependent family per month. **Rejection of this benefit means that coverage is not available under the Policy for Temporomandibular Joint Disorder or Craniomandibular Disorder.**

The following provision is added to the *Physician Services* section of the *Description of Limited Health Expense Benefits* Section of this Policy.

Physician's services for surgery include Medically Necessary surgical and non-surgical procedures prescribed and provided by a Physician or dentist for treatment of musculoskeletal disorders affecting any bone or joint in the face, neck or head, including in Temporomandibular Joint Disorder or Craniomandibular Disorder.

Benefits will be payable for diagnosis and Medically Necessary treatment on the same basis as those payable for any other musculoskeletal disorder in the body and shall be provided to a {Covered Person} regardless of whether the condition results from accident, trauma, congenital defect, developmental defect or pathology.

Exclusions - The exclusions that apply to this Benefit are specified in the *Common Exclusions* Section.

Policyholder: _____

Policy Number: _____

Policy Effective Date: _____

Any Optional Benefits elected above to become effective on: _____

Policyholder please check one of the two boxes below, and sign and date this form.

I have been offered and have read descriptions of each of the Optional Benefits. I elect:

☐ the Optional Benefits checked above; or ☐ none of the Optional Benefits offered above.

Signed for the Policyholder by: _____

Date Signed: _____

ADDITIONAL BENEFIT RIDER

This Rider is attached to and made part of this {Policy or Certificate}. It is subject to all of the {Policy or Certificate} provisions that do not conflict with its provisions.

Policyholder: {ABC Contractor, Inc.}
Policy Number: {XXX123456}
Rider Effective Date: {October 1, 2004}

The following section is added to the *Schedule of Benefits*.

(The new section of the Schedule of Benefits applicable to the benefit or coverage being added will be inserted here. The benefit or coverage to be added will be an optional benefit or coverage filed and approved for use with the policy. The text below reflects sample language.)

[Outpatient Surgical Facility Benefit

Maximum Benefit {One Daily Benefit, equal to one Daily In-Hospital Benefit plus one day's In-Patient Miscellaneous Services}]

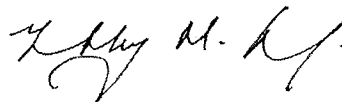
The following is added to the *Description of Limited Medical Expense Benefits* section of this policy:

(The descriptive text, as filed, approved and applicable to the specific benefit or coverage being added, will be inserted here. The text below reflects sample language.)

[Outpatient Surgical Facility Benefit

We will pay Covered Expenses Incurred, up to the Maximum Amount shown in the *Schedule of Benefits*, for surgical treatment provided in a licensed ambulatory surgical facility that is not a Hospital or a Physician's office. This Benefit will be payable instead of one Physician Office Visit.]

QBE Insurance Corporation



Timothy M. Kenny, President

AMENDMENT

This amendment is attached to and made part of this {Policy or Certificate} It is subject to all of the {Policy or Certificate} provisions that do not conflict with its provisions.

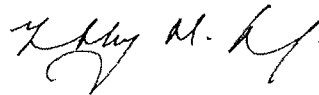
Policyholder: {ABC Contractor, Inc.}
Policy Number: XXX123456
Amendment Effective Date: October 1, 2004

{The following change is made to the Schedule of Benefits.

The definitions of Classes 2 and 3 in the Eligible Persons section are deleted and replaced with the following definitions:

- | | |
|---------|--|
| Class 2 | All employees of the Policyholder who worked 91 but not more than 120 qualifying hours during the month preceding the month in which coverage is in force. |
| Class 3 | All employees of the Policyholder who worked 121 or more qualifying hours during the month preceding the month in which coverage is in force.} |

QBE Insurance Corporation



Timothy M. Kenny, President

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Supporting Document Schedules

Satisfied -Name:	Certification/Notice	Review Status:	Approved-Closed	09/09/2008
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Comments:

We certify that this limited benefit health insurance product will insure all eligible persons and will not unfairly discriminate on the basis of sex.

In the absence of a compliance certification for Rule and Regulation 49, and for the Consumer Information Notice, we have attached the Life

and Health Insurance Guaranty Association Notices and the Consumer Information Notice to be used with the policy.

Also attached here is a certification of readability.

Attachments:

L&H Guaranty Assn. Notice.pdf

L&H Guaranty Assn. Notice - App. B.pdf

Readability Cert.pdf

Right to File a Complaint Notice.pdf

Satisfied -Name:	Application	Review Status:	Approved-Closed	09/09/2008
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Comments:

Attachment:

GLM-03-5000.00.pdf

Bypassed -Name:	Outline of Coverage	Review Status:	Approved-Closed	09/09/2008
Bypass Reason:	This is not a filing for an individual health product, or for a group or individual Long Term Care or Medicare Supplement product. However the policy's Schedule of Benefits is attached to the Forms Schedule along with the other forms to be used with the policy.			

Comments:

Satisfied -Name:	Filing Cover Letter	Review Status:	Approved-Closed	09/09/2008
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Comments:

Attachment:

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Filing Cover Letter.pdf

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Satisfied -Name:	Description of Variability	Review Status:	Approved-Closed	09/09/2008
Comments:				
Attachment:	Description of Variability - AR.pdf			

Satisfied -Name:	Response to 9/5/2008 Objection Letter	Review Status:	Approved-Closed	09/09/2008
Comments:				
Attachment:	Response to 9-5-08 Objection Letter.pdf			

Satisfied -Name:	Response to 9/8/2008 Objection Letter	Review Status:	Approved-Closed	09/09/2008
Comments:				
Attachment:	Response to 9-8-08 Objection Letter.pdf			



**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and expense rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;

- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



APPENDIX B

NOTICE OF THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

The Arkansas Life and Health Insurance Guaranty Association Act (the "Act") provides protection, subject to certain limitations and exclusions, against loss under life and health insurance policies and annuity contracts issued by insolvent insurers licensed in this state. Some limitations and exclusions apply; some are listed below.

This notice is provided to you only to make you aware of the existence of the limited protection under the Act. It confers no rights to any policyholder or contract holder not provided under the Act. It does not change or vary any exclusion or limitation contained in the Act. Specific reference must be made to the Act to determine whether any particular policy or contract is covered, the amount of any coverage which may be available, and applicable limitations or exclusions.

Some of the limitations and exclusions are as follows:

1. The Act limits the amount the Guaranty Association is obligated to pay: The Association cannot pay more than what the insurer would owe under a policy or contract. Also, for any one insured, the Guaranty Association will pay a maximum of \$300,000 no matter how many policies or contracts you have with the same insurer even if they provide different coverages. Within this overall \$300,000 limit, the Association will pay a maximum of \$300,000 in net cash surrender values, \$300,000 in life insurance death benefits, \$300,000 in present value of annuities, and \$300,000 in disability or health insurance benefits. There is a \$1,000,000 limit with respect to any one contract holder for unallocated annuity benefits irrespective of the number of participants in the plan.
2. You are not covered:
 - a. If you are not a resident of Arkansas at the time the order of the insurer's insolvency was issued;
 - b. Your insurer was not licensed in this state; or,
 - c. Your insurer was a self-insured plan, trust or other similar entity, health maintenance organization or other entity excluded under the Act.
3. Obligations not specifically provided in the policy or contract are not covered by the Act. Examples of obligations, which are not covered by the Act, include damages or loss due to misrepresentations of policy benefits, inaccurate solicitation material, unfiled policy documents or endorsements, and extra-contractual damages, penalties and similar damages or claims.
4. Dividends or interest rate yields that do not meet specifications described in the Act are not covered under the Act.

You should not rely upon coverage under the Act when buying a life or health insurance policy or selecting an insurer, and neither agents nor insurers should use the existence of the Guaranty Association to induce you to purchase a product from them.

For more information relative to the Act, you may contact:

The Arkansas Life and Health
Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, AR 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

**QBE Insurance Corporation
Wall Street Plaza
88 Pine Street, 16th Floor
New York, NY 10005**

READABILITY CERTIFICATION

We, the QBE Insurance Corporation, certify that we have carefully scored the forms listed below, using the Flesch Readability Test, in accordance with applicable readability standards. Each form was scored separately and in its entirety. These scores are set forth below.

Form Number	Description of Form	Score
GLM-03-1000.04	Group Limited Benefit Health Insurance Policy	51.30
GLM-03-1000C.04	Group Limited Benefit Health Insurance Certificate	46.30
GLM-03-2600E.04	Optional Benefits Election Form	44.90
GLM-03-3000.00	Additional Benefit Rider	56.90
GLM-03-4000.00	General Amendment	61.50
GLM-03-5000.00	Policy Application	45.40

Signature:



Name: Susan Rivera

Title: President

Date: August 26, 2008

Right to File a Complaint

Policyholder Service Office of Company: QBE Insurance Corporation

Address: {Wall Street Plaza - 88 Pine Street, 4th Floor, New York, NY 10005}

Telephone Number: {(877) 772-6771}

Name of Agent: { }

Address: { }

Telephone Number: { }

If we at QBE Insurance Corporation fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
(800) 852-5494
or
(501) 371-2640



QBE INSURANCE CORPORATION (QBEIC)

Administrative Office
Wall Street Plaza, 88 Pine Street, 16th Floor
New York, New York 10005

APPLICATION FOR GROUP LIMITED BENEFIT HEALTH INSURANCE POLICY

Part I Proposed Policyholder

a. Full Legal Name of Proposed Policyholder _____

b. Address _____

c. Affiliates, Subsidiaries and Alternate Job Sites – please list names and addresses

d. Proposed Policyholder's Business is _____
please describe type of business

Part II Proposed Policy

a. Requested Effective Date _____

Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) QBEIC has received the initial premium on or before that date.

b. Who will be Insured

i. Number of {Employees} eligible for insurance under the policy being applied for _____

ii. Dependents who will be eligible ☐ spouses ☐ domestic partners ☐ children

c. Eligible Classes

Describe eligible employees, using specific job criteria such as hours worked per month or week, job title, length of service et al. If more than one class, each must be mutually exclusive.

Class 1 _____

Class 2 _____

Class 3 _____

d. Premium Contributions

i. Will {Employees} contribute to the cost of their insurance under the proposed policy? ☐ Yes ☐ No
If yes, what percentage will the {Employee} contribute? _____ %

ii. Will {Employees} contribute to the cost of their dependents' insurance under the proposed policy? ☐ Yes ☐ No
If yes, what percentage will the {Employee} contribute? _____ %

Part III Plan of Insurance

Plan of Benefits selected – enter the Plan Number _____

Additional Benefits – Please select which benefit(s) you want included in your coverage.

Outpatient Surgical Facility Benefit ☐ Yes ☐ No

Automatically included and not optional in states where coverage is mandated.

Outpatient Wellness Benefit ☐ Yes ☐ No

Outpatient Prescription Drug Benefit ☐ Yes ☐ No

Dental Expense Benefit ☐ Yes ☐ No

Vision Expense Benefit ☐ Yes ☐ No

Automatically included and not optional in states where coverage is mandated.

Home Health Care Benefit ☐ Yes ☐ No

Registered Professional Nurse Benefit ☐ Yes ☐ No

Supplemental Accident and Emergency Sickness Benefit ☐ Yes ☐ No

Supplemental Specified Illness Benefit ☐ Yes ☐ No

Nursing Home Benefit ☐ Yes ☐ No

Ambulatory Care Benefit ☐ Yes ☐ No

Automatically included and not optional in states where coverage is mandated.

Hospice Care Benefit ☐ Yes ☐ No

Automatically included and not optional in states where coverage is mandated.

Chemical Dependency Benefit ☐ Yes ☐ No

Part IV Acknowledgements and Signatures

- a. **This Application Does Not Bind Coverage.** Upon approval of the application, QBEIC or its authorized agent will issue a policy evidencing that coverage is in force. Coverage will begin on the Policy Effective Date.

b. **Applicant's Acknowledgement**

The applicant represents, to the best of his knowledge and belief, that the statements and answers in this application are true and complete. The applicant understands and agrees that (a) this application, along with all of its attachments and supporting information, will form part of any policy issued, (b) no information given to or acquired by any representative of QBEIC will bind it, unless it is in writing on this application, (c) no waiver or modification will bind QBEIC unless it is in writing and is signed by an executive officer of QBEIC, and (d) coverage will be provided only to those persons or entities eligible under the terms of an issued policy.

The applicant further understands and agrees that (a) QBEIC will rely on this application, its attachments and supporting information, to issue any policy and (b) if the information contained in and submitted with this application materially changes prior to the policy effective date, the applicant will notify QBEIC and QBEIC may then modify or withdraw any outstanding offer of insurance.

Applicant <i>This application must be signed by an Officer of the applicant acting as the authorized agent of the persons or entities for which insurance is to be provided.</i>		
By <i>Signature of Authorized Officer</i>	Title	Date
Produced By <i>Signature of Licensed Producer</i>	Insurance Agency	
Insurance Agency Taxpayer ID or Social Security No.	Agent License No. and State	
Address <i>No., Street, City, State and ZIP Code</i>		
E-Mail Address		
Submitted By <i>Insurance Agency</i>	Insurance Agency Taxpayer ID or Social Security No.	Agent License No.
Address <i>No., Street, City, State and ZIP Code</i>		

- c. **Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud (*Policyholders located in AR, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NM, NY, OH, OK, PA, TN, WA, WV and VA must read the Fraud Warning applicable to their state and initial to the right of the text*).

Arkansas -- Fraud Warning Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado -- Fraud Warning It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia -- Fraud Warning It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida -- Fraud Warning Any person who, knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kansas -- Fraud Warning Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud as determined by a court of law.

Kentucky -- Fraud Warning Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana/West Virginia -- Fraud Warning Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine/Tennessee/Virginia/Washington -- Fraud Warning It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland -- Fraud Warning Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey -- Fraud Warning Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico -- Fraud Warning Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York -- Fraud Warning Any person who, knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio -- Fraud Warning Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma -- Fraud Warning Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania -- Fraud Warning Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



August 26, 2008

Honorable Julia Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 77201-1904

Attn: Mr. Dan Honey, Deputy Commissioner
Life and Health Division

RE: QBE Insurance Corporation
New Product Filing
Group Limited Benefit Health Insurance Policy
Policy Forms GLM-03-1000.04, et al
SERFF Tracking # QBEC-125771128

NAIC # 796-39217

Dear Deputy Commissioner Honey:

Attached please find the above captioned policy forms for your Department's review and approval. These forms are new and are not intended to replace any other forms currently approved by your Department. These forms have not been filed in our domicile state of Pennsylvania because the Pennsylvania Insurance Department has, pursuant to PA Notice 96-1, exempted the forms from its prior approval requirements.

The following paragraphs provide a brief description of our product.

1. The captioned forms are intended to provide group medical insurance coverage with limited medical benefits to various types of groups who need to be able to offer a lower-cost limited medical insurance plan to their members. Groups to which we may issue this policy are those described as eligible groups under your law.
2. These policy forms may be issued directly to such groups located in your state, to such groups located in another state but insuring residents of your state or to an out-of-state Policyholder to which a group located in your state or a group including residents of your state may subscribe.
3. We will not offer these policy forms to trusts generally, but occasionally we are requested and therefore wish to offer this policy to a trust established by and for the sole use of a group otherwise eligible for insurance.

The policy forms themselves, as well as the Description of Variability, note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular issued policy. Variable material indicated by hard brackets ([]) that enclose an entire page or benefit indicate that it may be included or excluded. Hard brackets that include paragraphs, phrases or words indicate text that may be included or excluded, as requested by a Policyholder. Illustrative material is indicated by soft brackets ({ }). Variable and illustrative information will, as shown in the ranges within these forms, never be more restrictive than permitted by law. Additionally, variations may result from negotiations between us and a Policyholder.

Wall Street Plaza • 88 Pine Street • New York, NY 10005
Phone: 212.422.1212 • Fax: 212.422.1313 • www.qbe.com

QBE Insurance Corporation
QBE Specialty Insurance Company

Praetorian Insurance Company
Praetorian Specialty Insurance Company

Redland Insurance Company

The referenced policy series form has been written in readable language and is being submitted in final printed format. Printing is subject to changes in ink, paper stock, page numbers, margins, positioning and format. However, printing standards will never be less than that required by law.

The appropriate certifications are attached. The appropriate filing fee has been sent via EFT.

We appreciate you taking the time to review this filing and we trust that at this time you will find everything in order. If you have any questions or need additional information, please do not hesitate to e-mail me or call me collect.

Sincerely,

Ron Haughton,

Unit Leader, Health Product Compliance/Development

QBE Insurance Corporation

Telephone #: 212.894.7772 (direct)

Toll-Free #: 877.772.6771, extension 772

e-mail address: rhaughton@qbeamericas.com

DESCRIPTION OF VARIABILITY

Group Limited Benefit Health Insurance Policy Forms GLM-03-1000.04, et al

A. General Notes on Variability

1. Purpose of Policy The purpose of this filing is to provide a group medical insurance form with limited medical benefits to various types of groups who need to be able to offer a lower-cost limited medical insurance plan to their members. Groups to which we may issue this policy are those described as eligible groups under your law.

These policy forms may be issued directly to such groups located in your state, to such groups located in another state but insuring residents of your state or to an out-of-state Policyholder to which a group located in your state or a group including residents of your state may subscribe. We will not offer these policy forms to trusts generally, but occasionally we are requested and therefore wish to offer this policy to a trust established by and for the sole use of a group otherwise eligible for insurance.

2. Format of Policy Benefits included within hard brackets ([]) in these forms are optional, depending upon the type of group and elections of the Policyholder or subscribing organization. When these forms are compiled into a policy at issue, various provisions that have separate form numbers may be combined on one page; form numbers for each will appear in the lower left corner at the end of each form's text rather than at the bottom of a page.

The forms themselves, as well as the Description of Variability, note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular policy. Variable material indicated by hard brackets ([]) that enclose an entire page of benefits indicate a benefit or coverage that may be included or excluded. Hard brackets that enclose paragraphs, phrases or words indicate text that may be included or excluded as requested by the Policyholder or participating Subscriber. Illustrative material is indicated by soft brackets ({ }). Variable and illustrative material will never be more restrictive than as shown within soft brackets in the forms prepared for this filing. Additional variations may result from negotiations between us and the Policyholder or participating Subscriber.

Benefits mandated by your law will always apply. Mandated benefits will not be excluded from any issued policy regardless of the amounts of in-hospital and other benefits selected. Variability within the mandated benefits is intended to provide no less, but possibly greater, benefits than required by your law.

Certain terms, such as Employee or Covered Person, may be varied if requested by a Policyholder. For example, an employer may request that his employees be referred to as associates, and an association may request use of a term such as insured member. We have also defined the male pronoun to include insureds of both sexes; we may, if requested, change text to refer to insureds in the second person. Language indicating, for example, that a benefit or provision applies to a specific class, may be added as applicable, and is generally not considered part of the filed provisions. We may also, if needed to describe accurately the terms and conditions or a policy, adjust text of certain definitions included in the policy.

Certain specific information on variability appears within the text of the forms as prepared for this submission. Generally, information on variability that will not be part of an issued policy will appear in italics, within parentheses or may be noted as identifying information that is optional.

B. Specific Variability

Table of Contents includes all of the benefits, coverages and provisions that may be included in a policy issued in your state. It will be adjusted, and page numbers added, as applicable to reflect Policyholder elections applicable to each issued policy.

Schedule of Benefits includes all of the options, coverages and benefits that are available under this policy form. The Schedule of Benefits included in a policy issued in your state will only contain (a) any benefits mandated by law; and (b) those benefits and options elected by the Policyholder. Appropriate benefit amounts and time periods for these benefits will be shown.

- Participation requirements will always be 100% if the Policyholder pays the entire premium for the employee or member.
- Reference to Subscriber will appear only if the Policyholder is a trust or other sponsoring group that provides benefits for groups otherwise permitted by your laws or regulations.
- Eligible Persons or Covered Classes will be described as appropriate to the Policyholder; all such descriptions will be based on conditions pertaining to employment or membership, as applicable, and will preclude individual selection.
- Premium rates will be shown, as appropriate, per-Covered Person or per-family unit, and per premium mode. Premiums may be payable in a variety of modes, as shown, and contributions may be required from Covered Persons only, from Covered Persons and the Policyholder, or only from the Policyholder.

General Definitions The definitions enclosed within brackets within this section may be included, excluded or modified as applicable to coverages and benefits on a case specific basis. When a definition contains a time period or time limitation, it will always be no less favorable than required by your law and indicated in the forms prepared for this filing. If, as a result of Policyholder or Subscriber elections, a definition applies only to one benefit, it may be moved to the description of that benefit. Definitions applicable only to a specific benefit are included within the description of that benefit.

Eligibility, Effective Date and Termination Provisions This section of the policy provides information on when coverage becomes effective for an issued policy, for entities in your state subscribing and thereby obtaining coverage under it, and for individuals who meet the policy's definition of an eligible person. It provides for several optional provisions for effective dates, depending on whether or not contributions are required from individuals, and whether or not an eligible person's effective date may be deferred because he is not at work on the date his coverage would otherwise become effective.

Common Exclusions Each exclusion may be included or excluded, by agreement between us and a Policyholder or Subscriber, but may not be changed except as indicated by soft brackets { }. In addition to these exclusions, those applicable to specific benefits or coverages are within the descriptions of those benefits or coverages.

Claim Provisions All of the provisions of this section, with the exception of those that are enclosed in hard brackets, will always appear in an issued policy. Time periods for providing notice and proof of loss and for the filing of claims will never be less favorable to insureds and claimants than required by your laws and indicated within the forms prepared for this filing.

Administrative Provisions Each provision shown will appear in each issued policy. Variability is as indicated within the text, and appears within hard or soft brackets. Periods of time, such as for a grace period or for notification of policy cancellation or premium rate change, will be at least equal to the minimums required by your law and indicated in the forms prepared for this filing.

General Provisions Each provision shown, with the exception of the Reporting Requirements provision, will appear in each issued policy. Variability is as indicated within the text, and appears within hard or soft brackets.

C. Benefit Descriptions

The benefits other than those mandated by law may be elected by the Policyholder or Subscriber, and will apply to all Covered Persons within a Covered Class.

When a Description requires additional definitions applicable only to it, such definition is included in the text of the Description rather than in the *General Definitions*. When an additional benefit or coverage requires an additional exclusion applicable only to it, that exclusion is also included in the text of the description rather than in the *Common Exclusions*.

Limited Health Expense Benefits This section describes the various categories of expenses for which benefits are provided in the policy, as well as the method of calculating various maximums and other benefits. It will appear in each issued policy and will include all benefits that are not bracketed as optional as well as any additional benefits that have been elected by the Policyholder. Only amounts of each benefit described, as shown in the *Schedule of Benefits*, may vary. Benefit amounts payable under these provisions will not depend upon whether or not a Covered Person utilizes a provider who is a member of a PPO to which Covered Persons insured under this plan will have access.

Recommended immunizations required under the Children's Preventive Care Act will not be subject to any coinsurance percentages or deductibles.

Dental Expense Benefits This section, which, along with the *Table of Dental Procedures and Expense Classes*, may be included at the option of a Policyholder, describes benefits payable for dental care. These sections, along with the corresponding section of the *Schedule of Benefits*, will appear in an issued policy only if elected by the Policyholder.

Vision Expense Benefit This section, along with the corresponding section of the *Schedule of Benefits*, will be included in an issued policy when the Policyholder has elected vision benefits. The *Schedule of Benefits* section shows the amount of benefits payable for each category of Covered Expense and the frequency with which they may be payable.

Home Health Care Benefit This section, along with the corresponding section of the *Schedule of Benefits* describes benefits payable for home health care.

With respect to state-mandated Home Health Care Benefits:

This section, along with the corresponding section of the *Schedule of Benefits*, will appear in an issued policy automatically in states where this coverage is mandated by law, and will be shown as a Covered Expense under the listing of Limited Health Expense Benefits. Text describing this benefit will be modified to be consistent with the description of other Covered Expenses. The benefit description along with the corresponding section of the *Schedule of Benefits* will also be modified to the extent necessary to comply with state law. The bracketed text showing the Home Health Care Benefit as optional will be removed.

In states where home health care is not mandated:

This section, along with the corresponding section of the *Schedule of Benefits*, may be included at the option of a Policyholder and will appear in an issued policy as a separate coverage item only if elected by the Policyholder.

Additional Benefits Each of these benefits is made available to policyholders on an optional basis. When a Policyholder elects any of these optional benefits, it, along with a corresponding section of the *Schedule of Benefits*, will be included in an issued policy. In the event that certain of these benefits are mandated by state law, they will automatically

be included in an issued policy and shown as a Covered Expense under the listing of Limited Health Expense Benefits. Scheduled benefit amounts and benefit descriptions will be modified to the extent necessary to comply with state law. Any bracketed text showing these benefits as optional will be removed.

D. Additional Forms

Optional Benefit Election Form This form will be used at the time each policy is applied for and each time a policy is renewed, to offer those benefits required under a state law to be made available to all prospective and renewing policyholders.

General Amendment This "blank" amendment will be added to a policy and will include changes requested by a Policyholder such as addition of a class of eligible persons or change in the definition of an eligible class. It will be used to accommodate administrative changes, and will make only such changes as are within the scope of variability for this filing.

Additional Benefit Rider When an additional benefit is added at a date subsequent to policy issue, such as a policy anniversary, it will be added by this rider, which will include the sections for the *Schedule of Benefits* and the *Description of Benefits* as shown in these forms.

Certificates Policy forms will be used in both the policy and the certificate, with the exception of those specific certificate forms listed in the *Forms Table* and included in this filing. Certificates will be provided to all policyholders for distribution to all insured employees or members. Certificate Schedules of Benefits will not include complete rate tables, and when a policy includes more than one class of eligible person, separate certificates may be prepared for each class.

Application With limited exception, none of the text of the application may be changed. The word Employee may be changed to Member or other appropriate term, and reference to the Proposed Policyholder's business may be changed to refer to the Policyholder's purpose or activity, as appropriate to the applicant. The application's format may be adjusted to meet specific policyholder needs. If, for example, there will be more than one class of eligible employees and those in some classes may not cover their dependents, or if different percentages of contributions are required for different classes, then sections eliciting such information may be moved under each class description and repeated for as many classes as applicable. When different classes are to be insured for different plans, applicable sections of Part III may be repeated, and reference to the appropriate class added. In the event that certain Additional Benefits listed under Part III are mandated by state law, they will automatically be selected on the application.



September 8, 2008

Ms. Rosalind Minor
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 77201-1904

RE: QBE Insurance Corporation
New Product Filing
Group Limited Benefit Health Insurance Policy
Policy Forms GLM-03-1000.04, et al
SERFF Tracking # QBEC-125771128
State Tracking # 40071
Your Objection Letter of September 5, 2008

NAIC # 796-39217

Dear Ms. Minor:

Thank you for your letter on the captioned filing. Our responses and corrections to the deficiencies listed in your letter appear below. Please be advised that the captioned forms have not been made available for issuance and will not be made available until your Department affirmatively approves them.

1. We revised Form GLM-03-1200.00 to comply with ACA 23-86-108(4) and Bulletin 14-81. Please refer revised Form Schedule item GLM-03-1200.04 for this change.
2. We revised Form GLM-03-1300.00 to comply with ACA 23-79-129. Please refer to revised Form Schedule item GLM-03-1300.04 for this change. The soft brackets surrounding the 90-day time period are intended to permit us to change the time period if it increases. The 90-day time period for coverage provided to a newborn child will be a standard for policies issued in Arkansas.
3. We revised Form GLM-03-1400.04 to comply with ACA 23-86-115. Please refer to revised Form Schedule item GLM-03-1400.04 for this change.

We trust that you find our responses and corrections satisfactory at this time and we thank you again for the consideration you have given us with respect to our filing. Should you require additional information, please do not hesitate to e-mail me or call me collect.

Sincerely,

Ron Haughton,
Unit Leader, Health Product Compliance/Development
QBE Insurance Corporation
Telephone #: 212.894.7772 (direct)
Toll-Free #: 877.772.6771, extension 772
e-mail address: rhaughton@qbeamericas.com

Wall Street Plaza • 88 Pine Street • New York, NY 10005
Phone: 212.422.1212 • Fax: 212.422.1313 • www.qbe.com



September 8, 2008

Ms. Rosalind Minor
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 77201-1904

RE: QBE Insurance Corporation
New Product Filing
Group Limited Benefit Health Insurance Policy
Policy Forms GLM-03-1000.04, et al
SERFF Tracking # QBEC-125771128
State Tracking # 40071
Your Objection Letter of September 8, 2008

NAIC # 796-39217

Dear Ms. Minor:

Thank you for your letter on the captioned filing. Our response and correction to the deficiency listed in your letter appears below. Please be advised that the captioned forms have not been made available for issuance and will not be made available until your Department affirmatively approves them.

Please forgive me for my oversight. Form GLM-03-1200.04 has been revised to remove the 31-day time limit for providing proof of incapacity. Please refer to revised Form Schedule item GLM-03-1200.04 for this change.

We trust that you find our response and correction satisfactory. The consideration you have given us with respect to our filing is most appreciated. Should you require additional information, please do not hesitate to e-mail me or call me collect.

Sincerely,

Ron Haughton,
Unit Leader, Health Product Compliance/Development
QBE Insurance Corporation
Telephone #: 212.894.7772 (direct)
Toll-Free #: 877.772.6771, extension 772
e-mail address: rhaughton@qbeamericas.com

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QBE Insurance Corporation
QBE Specialty Insurance Company

Praetorian Insurance Company
Praetorian Specialty Insurance Company

Redland Insurance Company

<i>SERFF Tracking Number:</i>	<i>QBEC-125771128</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>40071</i>
<i>Company Tracking Number:</i>	<i>08-250-003-HLTH-AR</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Group Limited Benefit Health Insurance Policy</i>		
<i>Project Name/Number:</i>	<i>/08-250-003-HLTH-AR</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	General Definitions	09/08/2008	GLM-03-1200.04.pdf
No original date	Form	General Definitions	08/26/2008	GLM-03-1200.00.pdf
No original date	Form	Eligibility, Effective Date and Termination Provisions	08/26/2008	GLM-03-1300.00.pdf
No original date	Form	Continuation Provisions	08/26/2008	GLM-03-1400.04.pdf

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Each definition is optional and variable, depending on the benefits and options elected.

Include when eligibility is based on employment status, for employer, trade or professional association or multiple employer groups.

[Active Service] means that the {Covered Employee} is either:

1. at work on one of {the Employer's} scheduled work days and is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires him to travel;
2. on a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, only if {the Employee} was in Active Service on the preceding scheduled workday.

A {Covered Employee} will also be deemed in Active Service on any day he is absent from work during an approved FMLA leave or solely due to a Health Status Related Factor. Please read the *Continuation Provisions* section of this Policy for information on continuation rights after eligibility for coverage would otherwise end.]

Company or We, Us, Our, means QBE Insurance Corporation, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the {Covered Employee} is insured under this Policy or is not subject to the Pre-Existing Condition Limitation;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

[Covered Employee] means an Eligible Person, as defined in the *Schedule of Benefits*, for whom [an enrollment form has been accepted by Us and] required premium has been paid when due and for whom coverage under this Policy remains in force.]

Covered Expenses means the lesser of the Usual and Customary charge and the maximum benefit shown, for Medically Necessary services or supplies listed, in the *Schedule of Benefits* and described in the *Limited Health Benefits* section of this Policy. Covered Expenses must be Incurred by a {Covered Person}, while he is covered under this policy, for Medically Necessary treatment of injuries sustained in a Covered Accident or for a Covered Sickness.

[Covered Member] means a {Covered Person}:

1. who is at least 18 but less than {70} years of age;
2. for whom an enrollment form has been accepted by Us;
3. who has paid required premium when due; and
4. for whom coverage under the Policy remains in force.]

Covered Person means a {Covered Employee} [, an eligible spouse [or domestic partner] and eligible dependent children] who {is, are} insured under this Policy.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

1. is first manifested while the {Covered Person} is insured under this Policy or is not subject to the Pre-Existing Condition Limitation; and
2. is not otherwise excluded under the terms of this Policy

A Covered Sickness includes (a) medical conditions leading to infertility, (b) congenital defects and birth abnormalities of a newborn child.

[Deductible] means the amount of Covered Expenses that each {Covered Person} must Incur before benefits are paid under this Policy. [The {Covered Person} {may or may not} use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this Policy.]]

[Eligible Dependent] means the {Covered Employee}'s:

1. lawful spouse who lives with the {Covered Employee} [and who is under age 70]; and
2. unmarried natural or step child of the {Covered Employee}, unless such child is eligible for medical coverage as a {Covered Employee} under this Policy or any other group policy and who:
 - a. is less than {19} years old; or
 - b. is less than {23} years old, dependent on the {Covered Employee} for principal support and maintenance and going to an accredited school full-time, including any medical leave from full-time studies, lasting 12 months or less when written certification is provided to Us by the student's Physician; or
 - c. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the {Covered Employee's} insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time after the child attains age 23;
 - d. before attaining age 18, is adopted by or placed for adoption with the {Covered Employee}; or
 - e. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]);
 - f. does not reside with the {Covered Employee}, but who the {Covered Employee} is legally required to support, and the child would otherwise qualify under (a), (b), (c), (d) or (e) above. [; and
3. a domestic partner who:
 - a. is at least 18 years of age and of the same or opposite gender;
 - b. shares the {Covered Employee}'s permanent residence, has resided with {Covered Employee} continuously for at least six months and expects to reside with {Covered Employee} indefinitely;
 - c. is financially interdependent with {Covered Employee} in one or more of the following ways:
 - i. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - ii. by owning or leasing their permanent residence as joint tenants;
 - iii. by naming, or being named by, the {Covered Employee} as a beneficiary of life insurance or under a will; and
 - iv. designation of the domestic partner as durable power of attorney or health care proxy; and
 - d. has not been a domestic partner of or been married to another person within the last 6 months.]

Health Status-Related Factor means any of the following applicable to a Covered Person:

1. health status, including any medical condition, physical and mental;
2. prior claim experience;
3. receipt of health care
4. medical history
5. evidence of insurability, including any conditions resulting from any acts of domestic violence;
6. any prior or current disability; and

7. genetic information, including but not limited to information about a Covered Person's genes, gene products, inherited characteristics that may derive from him or a family member; any information about carrier status derived from laboratory tests, physical examinations, family histories and direct analysis of genes or chromosomes.

He, Him or His means an individual, male or female.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, [or] educational [or nursing] care;
2. the aged, [drug addicts or alcoholics]; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the {Covered Person} Incurs an expense.]]

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least {90} days or (b) a {Covered Employee} returns to Active Service for 30 or more days between Hospital Stays.

A Hospital Stay for maternity shall include a period of 48 hours following a vaginal delivery and 96 hours following a Cesarean section.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the {Covered Person}.

In-Patient means a {Covered Person} who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "In-patient" shall mean {a Covered Person} who is required to be confined for a period of at least a full day, as billed by the Hospital.

Outpatient means a {Covered Person} who receives treatment, services and supplies while not an In-patient in a Hospital.

Medically Necessary; Medical Necessity means care, services or supplies, provided by or at the direction of a Physician that (a) are needed to restore function and prevent deterioration of {the Covered Person's} health and (b) are within accepted standards of medical practice for {the Covered Person's} injury or sickness, and are not otherwise excluded under the terms of this Policy.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to {a Covered Person} that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder; or
2. living in the Covered Person's household; or
3. a parent, sibling, spouse[, domestic partner]_or child of {the Covered Person}.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself, before the {Covered Person's} effective date of coverage under this Policy and for which the {Covered Person} has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding his effective date of coverage. A pregnancy that existed on a {Covered Person's} effective date will not be considered a Pre-Existing Condition.

Benefits for Appropriate Care of a Pre-Existing Condition may be limited. Please read the *Description of Limited Health Benefits* section for any applicable limitations.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Medically Necessary service or supply, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

We will determine the Usual and Customary Charge for any Covered Expense:

1. for surgery and Physician's services based on the Medicare Resource Based Relative Value Scale, or any updates to the Scale; and
2. for Hospital and facility services based on:
 - a. for acute care hospitals other than critical access hospitals, rates assigned by Medicare to certain diagnosis-related groups (DRGs) and paid through the acute care hospital inpatient prospective payment system (IPPS); or
 - b. for critical access hospitals, the cost of reimbursements made by Medicare to such Hospitals through the critical access hospitals payment system.

Changes or updates to any scale or payment system will be made automatically and provided to the Policyholder. The final determination of all other Usual and Customary Charges rests solely with Us.

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Each definition is optional and variable, depending on the benefits and options elected.

Include when eligibility is based on employment status, for employer, trade or professional association or multiple employer groups.

[Active Service] means that the {Covered Employee} is either:

1. at work on one of {the Employer's} scheduled work days and is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires him to travel;
2. on a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, only if {the Employee} was in Active Service on the preceding scheduled workday.

A {Covered Employee} will also be deemed in Active Service on any day he is absent from work during an approved FMLA leave or solely due to a Health Status Related Factor. Please read the *Continuation Provisions* section of this Policy for information on continuation rights after eligibility for coverage would otherwise end.]

Company or We, Us, Our, means QBE Insurance Corporation, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the {Covered Employee} is insured under this Policy or is not subject to the Pre-Existing Condition Limitation;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

[Covered Employee] means an Eligible Person, as defined in the *Schedule of Benefits*, for whom [an enrollment form has been accepted by Us and] required premium has been paid when due and for whom coverage under this Policy remains in force.]

Covered Expenses means the lesser of the Usual and Customary charge and the maximum benefit shown, for Medically Necessary services or supplies listed, in the *Schedule of Benefits* and described in the *Limited Health Benefits* section of this Policy. Covered Expenses must be Incurred by a {Covered Person}, while he is covered under this policy, for Medically Necessary treatment of injuries sustained in a Covered Accident or for a Covered Sickness.

[Covered Member] means a {Covered Person}:

1. who is at least 18 but less than {70} years of age;
2. for whom an enrollment form has been accepted by Us;
3. who has paid required premium when due; and
4. for whom coverage under the Policy remains in force.]

Covered Person means a {Covered Employee} [, an eligible spouse [or domestic partner] and eligible dependent children] who {is, are} insured under this Policy.

Covered Sickness means a bodily disorder, disease, physical or mental condition, functional nervous disorder, pregnancy, or complication of pregnancy that:

1. is first manifested while the {Covered Person} is insured under this Policy or is not subject to the Pre-Existing Condition Limitation; and
2. is not otherwise excluded under the terms of this Policy

A Covered Sickness includes (a) medical conditions leading to infertility, (b) congenital defects and birth abnormalities of a newborn child.

[Deductible means the amount of Covered Expenses that each {Covered Person} must Incur before benefits are paid under this Policy. [The {Covered Person} {may or may not} use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this Policy.]]

[Eligible Dependent means the {Covered Employee}'s:

1. lawful spouse who lives with the {Covered Employee} [and who is under age 70]; and
2. unmarried natural or step child of the {Covered Employee}, unless such child is eligible for medical coverage as a {Covered Employee} under this Policy or any other group policy and who:
 - a. is less than {19} years old; or
 - b. is less than {23} years old, dependent on the {Covered Employee} for principal support and maintenance and going to an accredited school full-time, including any medical leave from full-time studies, lasting 12 months or less when written certification is provided to Us by the student's Physician; or
 - c. becomes incapable of self-support because of mental retardation or physical handicap before reaching the limiting age for dependent children. The Company must receive proof of incapacity within 31 days after coverage would otherwise terminate. This insurance will continue for as long as the {Covered Employee's} insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age 23;
 - d. before attaining age 18, is adopted by or placed for adoption with the {Covered Employee}; or
 - e. is required to be provided coverage by the Insured or his spouse under the terms of a Qualified Medical Child Support Order (QMCSO). A QMCSO will also include a judgment, decree or order issued by a court of competent jurisdiction or through an administrative process established under, and having the force and effect of, state law and which satisfies the QMCSO requirements of ERISA (section 609[a]);
 - f. does not reside with the {Covered Employee}, but who the {Covered Employee} is legally required to support, and the child would otherwise qualify under (a), (b), (c), (d) or (e) above. [; and
3. a domestic partner who:
 - a. is at least 18 years of age and of the same or opposite gender;
 - b. shares the {Covered Employee}'s permanent residence, has resided with {Covered Employee} continuously for at least six months and expects to reside with {Covered Employee} indefinitely;
 - c. is financially interdependent with {Covered Employee} in one or more of the following ways:
 - i. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - ii. by owning or leasing their permanent residence as joint tenants;
 - iii. by naming, or being named by, the {Covered Employee} as a beneficiary of life insurance or under a will; and
 - iv. designation of the domestic partner as durable power of attorney or health care proxy; and
 - d. has not been a domestic partner of or been married to another person within the last 6 months.]

Health Status-Related Factor means any of the following applicable to a Covered Person:

1. health status, including any medical condition, physical and mental;
2. prior claim experience;
3. receipt of health care
4. medical history
5. evidence of insurability, including any conditions resulting from any acts of domestic violence;
6. any prior or current disability; and

7. genetic information, including but not limited to information about a Covered Person's genes, gene products, inherited characteristics that may derive from him or a family member; any information about carrier status derived from laboratory tests, physical examinations, family histories and direct analysis of genes or chromosomes.

He, Him or His means an individual, male or female.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, [or] educational [or nursing] care;
2. the aged, [drug addicts or alcoholics]; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the {Covered Person} Incurs an expense.]]

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident or a Covered Sickness. Separate Hospital Stays due to the same Covered Accident or Covered Sickness will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a {Covered Employee} returns to Active Service for 30 or more days between Hospital Stays.

A Hospital Stay for maternity shall include a period of 48 hours following a vaginal delivery and 96 hours following a Cesarean section.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the {Covered Person}.

In-Patient means a {Covered Person} who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "In-patient" shall mean {a Covered Person} who is required to be confined for a period of at least a full day, as billed by the Hospital.

Outpatient means a {Covered Person} who receives treatment, services and supplies while not an In-patient in a Hospital.

Medically Necessary; Medical Necessity means care, services or supplies, provided by or at the direction of a Physician that (a) are needed to restore function and prevent deterioration of {the Covered Person's} health and (b) are within accepted standards of medical practice for {the Covered Person's} injury or sickness, and are not otherwise excluded under the terms of this Policy.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to {a Covered Person} that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder; or
2. living in the Covered Person's household; or
3. a parent, sibling, spouse[, domestic partner_]or child of {the Covered Person}.

Pre-Existing Condition means any injury sustained in an accident that occurred, or a sickness that first manifested itself, before the {Covered Person's} effective date of coverage under this Policy and for which the {Covered Person} has not received any diagnosis, medical advice, care or treatment within the 6-month period immediately preceding his effective date of coverage. A pregnancy that existed on a {Covered Person's} effective date will not be considered a Pre-Existing Condition.

Benefits for Appropriate Care of a Pre-Existing Condition may be limited. Please read the *Description of Limited Health Benefits* section for any applicable limitations.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Medically Necessary service or supply, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

We will determine the Usual and Customary Charge for any Covered Expense:

1. for surgery and Physician's services based on the Medicare Resource Based Relative Value Scale, or any updates to the Scale; and
2. for Hospital and facility services based on:
 - a. for acute care hospitals other than critical access hospitals, rates assigned by Medicare to certain diagnosis-related groups (DRGs) and paid through the acute care hospital inpatient prospective payment system (IPPS); or
 - b. for critical access hospitals, the cost of reimbursements made by Medicare to such Hospitals through the critical access hospitals payment system.

Changes or updates to any scale or payment system will be made automatically and provided to the Policyholder. The final determination of all other Usual and Customary Charges rests solely with Us.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Limited Medical Expense Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page [as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied].

Eligibility

{A person} becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. *Include the following text if a policy provides coverage for dependents.* [Dependents of an Eligible Person become eligible for any dependent insurance provided by this Policy on the later of the date {the person} becomes eligible and the date the spouse, domestic partner or dependent child meets the applicable definition shown in the *Definitions* section of this Policy. No person may be eligible for insurance under this Policy as both {an Employee} and a spouse [or domestic partner] or dependent child at the same time.

[If both spouses [or domestic partners] meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have no dependent children;

1. both will be insured as {Covered Persons} when a {Covered Person} is not required to contribute to the cost of his insurance; and
2. both may be insured as {Covered Persons} or one may elect to insure the other as an Eligible Dependent when a {Covered Person} is required to contribute to the cost of his insurance.

If both spouses [or domestic partners] meet the definition of an Eligible Person, as shown in the *Schedule of Benefits* and have dependent children;

1. both will be insured as {Covered Employees} and dependent coverage will be provided via only the parent whose birthday occurs first during a calendar year, when a {Covered Employee} is not required to contribute to the cost of his dependents' insurance; and
2. both may be insured as {Covered Employees} but only one may elect dependent coverage to insure dependent children, when a {Covered Employee} is required to contribute to the cost of his dependents' insurance.]]

Non-Discrimination Due to Health Status

The Policy shall not establish rules for eligibility for medical, dental or vision benefits, including continued eligibility for any {Covered Person} under the Policy, that are based on one or more Health Status-Related Factors of the {Covered Person}. In addition, the Policy shall not require an individual otherwise eligible for coverage under the terms of this Policy to pay a premium or otherwise contribute an amount which exceeds the amount paid by a similarly situated {Covered Person} solely due to a Health Status-Related Factor.

In the following provisions, {the date} may be changed to {the first day of the month following the date} consistent with the Policyholder's election.

Included for a policy for which employees are not required to contribute to the cost of coverage or coverage is mandatory:

[Effective Date for Individuals

Insurance becomes effective for an Eligible Person [subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of this Policy;
2. {the date} {the Employee} becomes eligible. [; and
3. {the date} We receive {the Covered Employee's} completed enrollment form during his lifetime.]]

Included, for a policy (a) that provides dependent coverage and (b) for which employees are not required to contribute to the cost of coverage for their dependents or coverage is mandatory:

[Insurance becomes effective for {a Covered Employee's} Eligible Dependents on the latest of the following dates:

1. the effective date of this Policy;
- [2. {the date} {the Employee} becomes eligible;]
- [3. {the date} {the Employee's} insurance becomes effective;]
- [4. {the date} the dependent meets the definition of spouse [or domestic partner] or dependent child, as applicable;] and
- [5. {the date} We receive {the Covered Employee's} completed enrollment form for Spouse [or domestic partner] and Dependent Child coverage, during each dependent's lifetime.]

[Insurance for a {Covered Employee's} domestic partner may become effective on the latest of the dates described above if all of the following conditions are met:

1. {the covered Employee} has not been married to any person within the past {12 to 24} months;
2. the domestic partner is the only person meeting this Policy's definition of "domestic partner" with respect to {the Covered Employee};
- [3. {The Covered Employee} and the domestic partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.]]

Include for a policy for which {individuals} are required to contribute to the cost of coverage:

[Insurance becomes effective for {an eligible person} who enrolls and agrees to make required contributions on the latest of the following dates:

1. the effective date of this Policy;
2. {the date} {the person} becomes eligible;
3. {the date} We receive {the eligible person's} completed enrollment form and the required first premium, during his lifetime.]

Include for a policy (a) that provides spouse/domestic partner and/or dependent child coverage and (b) for which individuals are required to contribute to the cost of coverage for their dependents .

[Insurance becomes effective for {an Employee's; a Covered Person's; a member's} Eligible Dependents if he enrolls and agrees to make required contributions on the latest of the following dates:

1. the effective date of this Policy;
- [2. {the date} {the individual} becomes eligible;]
3. {the date} {the eligible person's} insurance becomes effective;]
- [4.] {the date} the dependent meets the definition of spouse [or domestic partner] or dependent child, as applicable;
- [5.] {the date} We receive a completed enrollment form for spouse [or domestic partner] and dependent child coverage and the required first premium, during each dependent's lifetime.]

[Insurance for a {Covered Employee's; Covered Member's} domestic partner may become effective on the latest of the dates described above if all of the following conditions are met:

1. {the Covered Employee; Covered Member} has not been married to any person within the past {12 to 24} months;
2. the domestic partner is the only person meeting this Policy's definition of "domestic partner" with respect to {the Covered Employee; Covered Member};
- [3. {The Covered Employee; Covered Member} and the domestic partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.]]

Insurance becomes effective for a newborn dependent child automatically from the moment of the child's live birth. Insurance for that dependent child automatically ends {31 days} later unless {the

eligible person; Covered Employee; Covered Member} has {a Spouse [, domestic partner] or other Dependent Children} insured under this Policy or makes a request to cover the child and pays the required initial premium, during the child's lifetime.]

Newborn dependent child includes, for purposes of this provision, an adopted child placed in the home of an eligible employee upon his release from a Hospital following birth.

[Include whenever the policy provides dependent coverage, whether or not contributory.

A completed enrollment form, only with respect to an Eligible Employee who is required to provide coverage for his eligible Dependent Child(ren) under the terms of a QMCSO, means an enrollment form, whether or not signed and any required payroll deductions authorized, by the Eligible Employee:

1. for himself if he is not already insured under this Policy;
2. for his eligible Dependent Child(ren); and
3. a copy of the Qualified Medical Child Support Order under which he has been ordered to provide insurance under this Policy for his Dependent Child(ren).]

[Deferred Effective Date

The effective date of insurance will be deferred for any {Employee, Member} who is not in Active Service on the date he would otherwise have become an Eligible Person. Coverage will become effective on the later of {the date} he returns to Active Service and the date coverage would otherwise have become effective.]

Effective Date of Changes

Any increase or decrease in the amount of insurance for {the Covered Person} resulting from a change in benefits provided by this Policy [or a change in {the Employee's} Covered Class] will take effect on {the date} of such change. Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

Please read the *Continuation Provisions* section of this Policy for information on continuation and conversion rights after eligibility for coverage would otherwise end.

The insurance on {a Covered Person} will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
- [2. the next premium due date after the date {the Covered Person} is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
- [4. the end of any period of continuation, as provided in the *Continuation Provisions*;]
- [5. the next premium due date after {the Covered Person} attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*;]
- [6. with respect to an Eligible Dependent, the date of the death of the {covered Employee} [or the date of divorce from the {covered Employee, Member}, unless the Spouse elects to continue insurance, including insurance on Dependent Children as provided in the *Continuation of Insurance* section;]
- [7. the date that the plan of benefits under which {the Covered Person} is covered is terminated.]

Termination will not affect a claim for Covered Expenses Incurred while coverage was in effect.

CONTINUATION PROVISIONS

All of the Continuation Provisions described below are subject to the Policyholder's continuing this Policy in force. Any coverage continued under one of these provisions will terminate on the date the Policyholder terminates this Policy.

[Continuation of Insurance for Dependents]

Insurance for the dependents of a {Covered Employee} may be continued [for {12 to 36} months] after the date it would otherwise end because of death of or divorce from the {Covered Employee}. A spouse {or domestic partner} must:

1. submit a written request for continued insurance to Us within {31 to 90} days after the event; and
2. pay the required premium to the Policyholder.

Premiums for insurance continued under this provision will first be due on the Premium Due Date on or next following the date the {Covered Employee} dies or his divorce becomes final. If a spouse {or domestic partner} does not elect to continue insurance under this provision or does not provide notification within the required time period, insurance will terminate on the date specified in the *Eligibility, Effective Date and Termination Provisions* section of this Policy.]

Include when policy is issued to an employer group

[Continuation for {Layoff, Leave of Absence or} Family Medical Leave]

Insurance for a Covered Employee {and covered Dependents} may be continued if he is on a temporary {layoff, Employer-approved leave of absence or} Employer-approved family medical leave. Insurance will terminate on the earliest of the following dates:

1. [for a layoff, [{six months} after] the end of the month in which the layoff begins;]
2. [for an Employer-approved leave of absence: [{six months after] the end of the month after the month in which the leave begins;]
3. [for an Employer-approved family medical leave {12 weeks in a consecutive 12-month period.}]
4. the last day of the last period for which premium was paid, subject to the *Grace Period* provision.

Continuation for Military Service

If {a Covered Employee} begins a leave of absence to serve in the armed forces of the United States, or a reserve component of the armed forces including the National Guard, insurance for {the Covered Employee}{and his Covered Dependents} will continue until the earliest of the following dates:

1. 18 months;
2. the day {the Employee} fails to return to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994; and
3. the last day of the last period for which premium was paid, subject to the *Grace Period* provision.

All of the following will apply when coverage is continued under this provision:

1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
2. [any Active Service requirement will be waived;]
3. {The Covered Employee} will be given credit for the time he was covered under this Policy prior to the leave.

If {a Covered Employee} does not continue coverage for himself [and his Dependents] during such leave, returns to work, applies or re-enrolls for coverage and pays any required premium within 60 days of the date his active duty ends:

1. {the Covered Employee} [and his Dependents] will be covered retroactive to the date of his discharge from the armed services, if he returns to work as outlined in the Uniform Services Employment and Reemployment Rights Act of 1994; and
2. any portion of an eligibility waiting period that has not been completed will not be credited during {the Covered Employee's} leave.

Continuation Rights, as described below, are available to:

1. {a Covered Employee's} Dependents who were covered under this policy on the date the {Covered Employee} began a leave for service in the armed forces, if he dies during such leave;
2. a {Covered Employee's} dependent Spouse if a divorce or annulment occurs during the {Covered Employee's} period of active duty; and
3. {a Covered Employee's} Dependent Child who ceases to be eligible during such leave because he has attained the maximum age for a Dependent Child.

A {Covered Employee} who has not continued coverage during a leave for active duty in the armed forces and who does not return to active employment upon discharge is entitled to the Continuation and Conversion Rights described below.

Continuation When Eligibility Terminates

One of the following provisions may be elected by the Policyholder. The provision the Policyholder does not elect will not appear in an issued policy.

[Option 1 – State Mandated Continuation

A {Covered Person} will remain eligible to continue his insurance under this policy for himself and his eligible dependents when his coverage would otherwise end due to termination of employment or membership, or a change in marital status. To qualify for continued coverage a {Covered Person} must have been continuously insured under this Policy for three months prior to the termination of employment or change in marital status.

If a {Covered Person} elects to continue his insurance, he must notify the Policyholder in writing within 10 days after the date of his termination of employment or change in marital status and pay the initial premium in advance. Payment of subsequent premium for continued coverage must be made monthly in accordance with the terms of this Policy. A Covered Person's insurance under this provision will continue until the earlier of (a) 120 days after the date continuation of coverage began, (b) the date he fails to pay required premium to the Policyholder, (c) the Premium Due Date following the date he becomes eligible for Medicare and (d) the date this Policy terminates or the group withdraws from the plan. When coverage under this provision ends, a {Covered Person} may exercise his Conversion Right.]

[Option 2 – COBRA Continuation

A {Covered Person} will remain eligible to continue his insurance under this policy when he no longer meets the definition of a Covered Person for any reason. If a {Covered Person} elects to continue his insurance, he must notify the Policyholder and pay the required premium within 60 days of the date his coverage would otherwise terminate, or if later, the date he is provided notice of his right to continue coverage under this provision. If a {Covered Employee} has elected to continue insurance under this provision for his Eligible Dependents, any additional Eligible Dependents he acquires may also become insured, effective on the date described in the *Eligibility, Effective Date and Termination Provisions* section of this Policy.

The required premium equals the sum of any contributions paid by the Policyholder and any contributions paid by the {Covered Person}, multiplied by 102%. Any change in premiums made during a period of continuation will apply to premiums required under this continuation provision. A Covered Person's insurance under this provision will continue until the earlier of (a) the date he fails to pay required premium to the Policyholder and (b) the end of the continuation period specified in the *Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)* as may be subsequently amended.]

[Conversion Right

A {Covered Employee} has the right to convert his insurance under this policy to a conversion certificate of insurance issued on the same policy form as this Policy and providing the same benefits, if:

1. his insurance under this policy, including any options to continue coverage described above, terminates for any reason other than nonpayment of premiums; and

2. he has been insured under this Policy for the 3-month period immediately preceding termination of coverage; and
3. he does not become eligible for similar medical coverage under any other group plan, including Medicare, within 31 days of the date insurance under this Policy terminates.

Include the following text in a policy that insures dependents.

[A {Covered Employee} may elect to insure his Eligible Dependents who were insured under this Policy on the date coverage under it terminated, or who became Eligible Dependents after the effective date of his conversion certificate.

An Eligible Dependent has the right to convert his insurance under this policy to a conversion certificate of insurance issued on the same policy form as this Policy and providing the same benefits, if:

1. his insurance under this policy, including any options to continue coverage described above, terminates because, for an eligible dependent child, he has attained the maximum age; and for a dependent spouse, eligibility ceases because of the {Covered Employee's} death; and
2. he has been insured under this Policy for the 3-month period immediately preceding termination of coverage; and
3. he does not become eligible for similar medical coverage under any other group plan, including Medicare, within 31 days of the date insurance under this Policy terminates.]

{We, the Policyholder} must provide written notice to all {Covered Persons} who become eligible for a conversion certificate within 15 days before or after that date. If notice is not provided within 15 days after the date coverage under this Policy terminates, but is provided within 90 days, the 45-day period during which the Covered Person must apply and pay the first quarterly premium will begin on the date notice is provided. This conversion right terminates if notice is not given and application is not made by the end of the 90-day period. Notice may be given directly by the Policyholder, or mailed by the Policyholder or Us to the last known address of a {Covered Person} who is eligible to convert.

A conversion certificate will become effective on the date coverage under this Policy terminates. Insurance under a conversion certificate will terminate on the latest of:

1. the end of the last period for which premium was paid, subject to the *Grace Period* provision;
2. the date a certificate holder give Us notice to terminate his certificate; and
3. the date a certificate holder becomes eligible for similar medical coverage under any other group plan, including Medicare.]